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Current Topics.

Writ of Error.

THE LATE Mr. Justice STEPHEN, in his History of the Criminal
Law of England, at p. 308, after stating that it is a characteristic
feature in English criminal procedure that it admits of no
appeal, properly so called, either upon matters of fact or upon
matters of law, though there are a certain number of pro-
ceedings which to some extent appear to be, and to some extent
really are, exceptions to this rule, goes on to say that the first of
these exceptions is a writ of error, which is a remedy applicable
to those cases only "in which some irregularity apparent upon
the record of the proceedings takes place in the procedure."
As the record takes no notice either of the evidence or of the
direction given by the judge to the jury, errors of fact or of law
may occur without being in any way brought upon the record,
and for this, among other reasons, writs of error are so
limited in their application that they are but rarely used.
Where, however, it is apparent from the indictment and judg-
ment, which form part of the record, that the sentence pronounced
in the case was illegal, a writ of error is available to procure the
reversal of the judgment and to have a legal judgment duly pro-
nounced. We understand that the Government have had
occasion to consider how far this procedure may be applied in
cases where an illegal sentence has been brought to their notice,
but the prisoner, from ignorance or poverty, has taken no
steps to reverse it. But the rule laid down in Bacon's Abridg-
ment—Error, that no person can bring a writ of error to reverse
a judgment who was not party or privy to the record, or who was
not injured by the judgment, and, therefore, is to receive advan-
tage by the reversal thereof, appears to restrict these proceedings
to the defendant. We believe, however, that there are instances
in which this objection, though it might have been made, was not
taken, and the matter is likely to be fully considered by the
Crown officers.

Costs of Taxation.

TWO IMPORTANT points with respect to taxation of bills of costs
were dealt with by SWINFEN EADY, J., last week in *Re
Mercantile Lighterage Co. (Limited)* (reported elsewhere). The first
related to the items which are to be included in the bill for the
purpose of ascertaining whether more than one-sixth has been
taxed off so as to throw the costs of taxation on the solicitor. A
former liquidator of a company in liquidation was having his

costs taxed against the company. He had been engaged in litigation on behalf of the company, and in this he had been allowed party and party costs against the adverse party, which had been paid. In carrying in his bill for solicitor and client costs, these party and party costs were included as part of his costs, and the amount which he had received was put to the credit of the company. The registrar struck out these two items as being unnecessary, and of course this was so with regard to the ultimate balance of the bill; but they were of importance in ascertaining the proportion of the bill taxed off, and SWINFEN EADY, J., held that they ought to have been retained. It seems sufficiently clear that this was the correct course. The order for taxation, the learned judge pointed out, was to tax, not the difference between the party and party and the solicitor and client costs, but the costs as between solicitor and client, and this means the whole costs, and not merely so much as has not been paid. "An attorney's bill," said TINDAL, C.J., in *Waller v. Lacy* (1 M. & G. 54), "generally speaking ought to give a history of the cause so as to enable the officer to judge of the propriety of the various items of which it is composed; but if part only of the charges are set forth, he has not sufficient materials whereon to form his judgment." This principle is not observed if the extra solicitor and client costs are charged separately; and, apart from this reason, a bill so made out would not shew all the costs which are in fact chargeable against the client, although part of them may be in fact paid by the other side. Hence, for the purpose of applying the one-sixth rule, the bill should include the entire costs.

Taxation Against a Fund.

THE SECOND point in *Re Mercantile Lighterage Co. (Limited)* (*supra*) related to the construction of clause 386 of R. S. C. ord. 65, r. 27. That clause enunciates in a special form the one-sixth rule for purpose of taxation as against a fund. It provides that "if, on the taxation of a bill of costs payable out of a fund or estate (real or personal), or out of the assets of a company in liquidation, the amount of the professional charges contained in the bill is reduced by a sixth part, no costs shall be allowed to the solicitor leaving the bill for taxation for drawing and copying it, nor for attending the taxation." It is stated in the Annual Practice (1906, vol. 1, p. 946) that the practice under the rule in the taxing office is to arrive at the sixth by including the disbursements, so that the provisions of the rule are not applied unless the total bill is reduced by a sixth part, and from the memorandum as to the practice furnished to the learned judge by Master SHARMAN it appears to have arisen out of proceedings in connection with the rule when it was made in 1889. As first published, it contained after the words "professional charges" the words "exclusive of disbursements," but these were afterwards struck out and the rule was issued in its present form. Apparently the alteration was made under the impression that the words "professional charges" by themselves would include disbursements—at any rate such professional payments as are included in a bill of costs for the purpose of ordinary taxation (see *Re Remnant*, 11 Beav., p. 613; *Re Kingdon & Wilson*, 50 W. R. 533; 1902, 2 Ch. 242); and possibly this would have been the result had not another rule of the same order drawn an express distinction between "professional charges" and "disbursements." "In every bill of costs," so runs rule 194, "the professional charges shall be entered in a separate column from the disbursements." In face of this it seems hardly possible to say that in rule 27 (386) "professional charges" includes disbursements, and SWINFEN EADY, J., has held that it does not. In this respect, pending an alteration in the rule, the practice of the taxing office will be altered.

Collision Between a Fowl and a Bicycle.

IN ONE of the recent county court cases the action was for damage to a bicycle and for personal injury to its owner. While the plaintiff was cycling past the defendant's house, a fowl flew from the house and grounds across the road and came in contact with the bicycle, throwing the plaintiff to the ground and damaging the machine. The judge is reported to have given judgment for the plaintiff, and to have said that people must exercise proper control over their stock, whether cattle,

pigs, or poultry. We have no wish to dispute this proposition, but we cannot say that the judgment appears to us to be quite satisfactory. If the defendant, standing in his own grounds, had thrown some article into the road which had struck and injured the plaintiff, there would be good reason for contending that the accident was caused by the defendant's negligence, for which he was responsible. But to allow fowls or other birds of the farm to disport themselves on the highway is another matter. It is impossible to prevent the fowls belonging to a farmhouse from assembling on the King's highway. In so doing they themselves incur some danger from the passing traffic, especially from the swift and treacherous motor. If one of them were to get under the wheels of a bicycle and injure both itself and the carriage with which it came into contact, there might be a quarrel as to who should bring the action, the owner of the bird or the owner of the bicycle. It has often been laid down that it is equally the duty of passengers when crossing a street to look out for vehicles as it is the duty of the drivers of vehicles to look out for passengers, and it seems to us that there is just as much reason for saying that the bicycle was negligently driven against the fowl as for saying that the fowl ran against the bicycle. In any case we can see no proof of well-defined negligence on the part of the defendant.

The Liability of Boarding-house Keepers.

THE KEEPER of a boarding-house is not under the strict liability as to the care of his guests' goods which the law imposes upon an innkeeper, but the recent decision of the Court of Appeal in *Scarborough v. Cosgrove* (54 W. R. 100; 1905, 2 K. B. 805) shews that he cannot disclaim liability altogether. Hitherto the law on the point has been unsettled in consequence of the conflicting opinions expressed in *Dansey v. Richardson* (3 E. & B. 144) and *Holder v. Soulby* (8 W. R. 438, 8 C. B. N. S. 254). In the former case the court were agreed that a boarding-house keeper impliedly undertakes to take due and proper care of a guest's baggage, though they differed on the extent to which he was responsible for the negligence of his servant. The boarding-house keeper, said CAMPBELL, C.J., receives the guest with his goods on the terms of taking due and reasonable care of the goods while they are in the house and the guest remains a guest therein; and WIGHTMAN, J., in considering the extent of the boarding-house keeper's liability, said: "I can find no authority for holding that a boarding-house keeper . . . is bound to take more care about the goods of his guest, which are no further given into his care than by being in his house with the guest, than he as a prudent owner would take in respect of his own." Having regard to these and other dicta in *Dansey v. Richardson*, it is, as was remarked by COLLINS, M.R., in *Scarborough v. Cosgrove* (*supra*), singular that in the subsequent case of *Holder v. Soulby* (*supra*) ERLE, C.J., should have said that there was no authority for the proposition that, in the case of landlord and lodger, there was a duty upon the former to take due and proper care of his lodger's goods. In principle, as the Master of the Rolls observed, there is no difference between the case of a lodging-house and a boarding-house, and the duty would seem to have been sufficiently recognized in *Dansey v. Richardson*. In *Scarborough v. Cosgrove*, however, DARLING, J., treated *Holder v. Soulby* as a binding authority, and held that there was no case to go to the jury. The plaintiff, who was a guest in the defendant's boarding-house, had complained of the want of means of safely locking up jewellery, and had been told that further precautions were unnecessary as all the other guests were well known. The jewellery was stolen by a guest who had been received into the house without inquiry, and who was a thief known to the police. The Court of Appeal have held that *Dansey v. Richardson* is to be followed in preference to *Holder v. Soulby*, and that it should have been left to the jury to say whether there had been a want of reasonable care on the part of the defendant. "Seeing," said ROMER, L.J., "that the landlord carries on his business of a boarding-house keeper for reward, I think he is bound to carry on that business with reasonable care, having regard to the nature and normal conduct of the business as known to the guest, or as represented to the guest by him." Accordingly the case was sent for a new trial.

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Wrongful Dismissal.

IN THE CASE OF *Clouston & Co. (Limited) v. Corry* (1906, A. C. 122), an appeal from the Court of Appeal of New Zealand, a decision of some interest was given by the Judicial Committee of the Privy Council in an action for wrongful dismissal where the jury had found a verdict for the plaintiff with substantial damages. It appeared that in 1902 an agreement had been made by which the plaintiff undertook faithfully to serve the defendant company for five years as manager of the grain and produce department of the business of the company. In 1903 he was dismissed, and one of the grounds on which his dismissal was justified was that he had grossly misconducted himself at a township called Havelock and had been convicted by a magistrate of drunkenness. At the trial the evidence given by the defendants as to the plaintiff's drunkenness and the use of foul language at Havelock was very strong, and was virtually admitted by the plaintiff. He also said "I have commonly been drunk." In respect of his misconduct the plaintiff was charged before, and convicted by, a magistrate at Havelock, and a report of the proceedings appeared in the Press. The judge who presided at the trial declined to direct a verdict for the defendants, but asked the jury to say whether the defendants were justified in dismissing the plaintiff for his conduct at Havelock. To leave this question to the jury would to many persons appear to be a wholly unnecessary proceeding. As far back as the days of Othello and Cassio drunkenness has been regarded as a good cause for the dismissal of an officer or servant, and drunkenness was fully admitted by the plaintiff. Lord BRAMWELL said, perhaps hastily, in his evidence before a commission to inquire into legal procedure, that in actions for wrongful dismissal the jury invariably find a verdict for the plaintiff, and he would not have been surprised at the verdict of the New Zealand jury, who found that the justification was not proved, and that the plaintiff was entitled to recover £875 damages. In these circumstances the Judicial Committee were strongly pressed to hold that the question turned upon the legal effect of the evidence or admissions, and that it was not for the jury to decide as to the legal rights of the parties. Their lordships, however, after saying that there must be considerable difficulty in determining the extent or conditions of intoxication which would establish a justification for dismissal, held that the judge was right in submitting the issues of fact to the jury. They were, however, of opinion that the verdict was so unsatisfactory that it could not be maintained, and directed that a new trial should take place. We may be excused for thinking that the procedure by which justice has ultimately been satisfied in this colonial case is rather dilatory and unsatisfactory.

What is Negligence?

NEGLIGENCE has been defined by lawyers in many ways, but it always appears to be considered as necessarily implying some form of carelessness. It does not necessarily imply carelessness from the point of view of the individual who is alleged to have been guilty of it; yet he may be an ignorant man who acted in the manner complained of without any carelessness in the ordinary sense, but without knowing that his act might cause injury, and without that care which a prudent man would use. Hence negligence is that absence of care which a prudent and reasonable man would use in the circumstances. A case was tried this week at the Manchester Assizes (*Manning v. London and North-Western Railway Co.*), in which the plaintiff sued for damages for personal injuries caused by the negligence of the defendants. The plaintiff had fallen when alighting from a train, and the sole negligence alleged was the excessive height of the footboard of the carriage above the platform of the station. This distance was a usual one for wayside stations and satisfied the former requirements of the Board of Trade. The state of things seems to have existed for many years without complaint, but when new stations are constructed, the Board of Trade now require the platforms to be higher. The jury found that the drop was too great and was attended by danger, and asked the judge to rule whether this constituted negligence. BRAY, J., however, directed them that they must decide this question for themselves. They then found a verdict for the company, coupled with a recommendation that all the platforms should be raised to the

present requirements of the Board of Trade. It is not easy from the reports in the newspapers to see exactly what position the judge took. It was clearly for him to say whether there was any evidence from which the jury could reasonably infer negligence, and the facts said to constitute negligence do not seem to have been really in dispute. It may be assumed, therefore, that the judge did think there was evidence to go to the jury. It is submitted, however, that there was no evidence of what can properly be called negligence. Whatever was done was done deliberately and wilfully. There was no sort of carelessness in the construction either of platform or of carriage. Each may be assumed to have been constructed under the best advice available to the company. The suggested negligence was that the carriage was dangerous with reference to the platform, or else the platform was dangerous with reference to the carriage. But when the height complained of was originally fixed, it was considered the most suitable. True, of late years, railway companies have, as the result of long experience, learnt to improve their property in many respects. It is unreasonable, however, to expect a company to put every improvement in operation immediately over their whole system. To raise all their platforms at once to the height now accepted as best would probably be financially impossible, and, at all events, disastrous to the shareholders. It is not as if the doing of some small thing, which experience had shown to be advisable, had been neglected; here it is imputed as negligence to a company that they do not carry out vast and costly operations to alter works which, when constructed, were up to all the requirements of the time. To refrain from so doing may be a breach of their duty, but it cannot properly be called negligence. In obtaining a verdict the company were more fortunate than were the defendants in the well-known case of *Foulkes v. Metropolitan District Railway Co.* (5 C. P. D. 157), in which the facts were somewhat similar.

The Legal Custody of Children.

A QUESTION put recently to the magistrate of the West London court with reference to the legal custody of a girl between sixteen and twenty-one is reported to have elicited the answer that the father's legal custody ceased at sixteen. The applicant, a girl over sixteen, wanted to go on the stage against the wishes of her parents, and she applied to Mr. GARRETT to know if she was still under their legal control, or whether she could follow her own inclinations without their interference. The magistrate tried to combine legal information with sensible advice, and he tempered the statement that legal control ceased at sixteen with the observation that wishes of parents were not to be disregarded. The applicant, however, seems to have been content with the law of the matter, and after pinning the magistrate to the opinion that the legal custody of a girl ceases at sixteen, she went away happy. But her spirits would have been judiciously chastened, and the law would have been stated with perhaps more correctness, if she had been told that the legal control of her father lasted till twenty-one. For some purposes, of course, the law fixes sixteen as the age when a girl is free to choose for herself. If a girl under sixteen is brought up on *habeas corpus*, the court orders her to be placed in lawful custody, and this, in general, is the custody of the father. But a girl over sixteen, like a boy over fourteen, is treated as old enough to elect where she will reside, and, if she refuses to return to the custody of her father, the court will not compel her to go to him. This, however, as was pointed out in *Re Agar-Ellis*, *Agar-Ellis v. Lascelles* (24 Ch. D. 317), is only for the purpose of proceedings on *habeas corpus*, and in that case BRETT, M.R., declined to allow that the rule affected the general principle as to a father's rights over his children. "It seems to me," he said, "to be directly contrary to the law of England, which is that the father has the control over the person, education, and conduct of his children until they are twenty-one years of age." The practical result is that, so long as a girl under twenty-one lives with her father she is bound to obey him, and the order made in *Re Agar-Ellis* shows that this obedience will be enforced—at any rate where the child is made a ward of court—even though the result appears to be harsh. But if she chooses to leave home and start for herself, the law will not compel her return.

Breaking Up the Streets in London.

THE Royal Commission on London Traffic brings forcibly to our notice the evils resulting from the breaking up of the streets for the purposes of different undertakings. It appears that the principal streets in each district of London are from time to time broken up by at least one water company, one gas company, one electric lighting company, the National Telephone Co., and the telegraph department of the General Post Office in connection with its telephones, and in certain districts also by a hydraulic power company—at least six in all. In view of the great congestion of traffic in particular thoroughfares, the number of openings does not necessarily represent the extent to which traffic is dislocated, but the various companies now generally have their mains along the chief thoroughfares, which are as a rule the most congested. This, together with the repairs by the local authorities necessitated by the greater wear and tear, renders the streets which are most important from a locomotive point of view most liable to obstruction. So far back as 1902 a Bill was prepared providing that the undertakers should give three months' notice to the street authority and the Commissioner of Police of their intention to break up a street, and also that the street authority might make regulations prescribing the points at which, and the extent to which, a street might be broken up by undertakers at any time, the sequence or order in which, and the hours at which such street might be broken up. This Bill, however, was not proceeded with, and the general opinion seems now to be that the present evils can only be remedied by placing in the hands of a central authority a general power to regulate and control the breaking up of streets by companies and others (excluding the city corporation and the borough councils).

Cheque Crossed "Account Payee."

ONE of the financial periodicals, after referring to the fact that many business houses are in the habit of crossing their cheques "account payee," in the belief that cheques so crossed can only be credited to the account of the payee, observes that this crossing is not authorized by the Bills of Exchange Act, 1882, and does not constitute an absolute safeguard, inasmuch as it does not bind the collecting banker. The "account payee" crossing has now been in use for a number of years, though it cannot be said that it is in any way authorized or recognized by the Bills of Exchange Act. It may be taken to amount to an intimation, for what it is worth, to the collecting banker that the cheque and proceeds are intended for one particular person's account, and that he must exercise caution if he collect the cheque for any account other than that indicated. The question then arises, is it negligence for a banker to collect such a cheque for an account other than that specified without inquiry and satisfactory explanation? By section 82 of the Bills of Exchange Act, 1882, "where a banker in good faith and without negligence receives payment for a customer of a cheque crossed generally or specially to himself, and the customer has no title or a defective title thereto, the banker shall not incur any liability to the true owner of the cheque by reason only of having received such payment." The bankers' contention upon the construction of this section must be that the "account payee" crossing is unauthorized; is unknown to the law, and that he is entitled to collect the cheque for the customer presenting it without regard to the words superadded. But, considering the continued and increasing use of this addition, there is, to say the least, a risk that a jury would regard the intimation as one which the collecting banker was not entitled to disregard.

Impossibility by Domestic Law.

A DECISION of the Supreme Court of Texas (*Houston Ice Co. v. Keenan*, 88 S. W. Rep. 197) seems to involve some hardship. A lessee covenanted to pay certain rent and to use the demised premises for no purpose except that of a saloon, i.e., a place where intoxicating liquors are sold. At the time the lease was executed a law was in force by which any county might adopt prohibition by popular vote. Before the term began, but after the lease was executed and delivered, the county in which the demised premises were did so adopt prohibition, and thereby rendered it impossible to use the premises for a saloon. It was

held that this impossibility did not absolve the lessee from either covenant; the court treating the impossibility created by the application of domestic law as analogous to a supervening impossibility in fact, and holding that the lessee was not excused by that which he was able to foresee. The test according to English law (see *Baily v. De Crespigny*, L. R. 4 Q. B. 180) is whether the legislation which rendered the covenant impossible was subsequent to the contract, and we should have thought that there was some ground for contending that it was.

Municipal Trading.

IT is singular that it should have fallen to the lot of Mr. Justice FARWELL, who is perhaps the most non-political of judges, to decide two cases of an eminently political character. The *Taff Vale Railway case* (50 W. R. 44; 1901, A. C. 426), in which the learned judge's decision, after being reversed by the Court of Appeal, was restored by the House of Lords, has been a leading factor in the recent overthrow of the party which is supposed to be responsible for the failure to get rid of the decision by legislative action, and his decision this week in *Attorney-General v. Manchester Corporation* (*Times*, 6th inst.) is likely to produce a similar agitation for the removal of the legal disabilities on municipal trading.

The latter case is, in its practical bearings, similar to that of *London County Council v. Attorney-General* (50 W. R. 497; 1902, A. C. 165), where it was held that the London County Council were not entitled to run omnibuses in connection with their tramway system; but technically the two cases are distinguished by the fact that the London County Council is a corporation created by statute, while the Manchester Corporation is constituted under royal charter. Consequently the powers of the county council are restricted to such as are expressly or impliedly conferred by statute. "The county council," said COZENS-HARDY, J., in *Attorney-General v. London County Council* (1901, 1 Ch., p. 788), "is a body created by statute, and to every such statutory creation the language used by Lord BLACKBURN in the House of Lords with reference to a railway company in *Attorney-General v. Great Eastern Railway Co.* (5 App. Cas., at p. 481) applies: 'Where there is an Act of Parliament creating a corporation for a particular purpose, and giving it powers for that particular purpose, what it does not expressly or impliedly authorize is to be taken to be prohibited.'" On the other hand, a municipal corporation is created by charter, and the difference between a statutory corporation and a corporation incorporated by royal charter is, as FARWELL, J., said in the present case, well settled. "The former can do such acts only as are authorized directly or indirectly by the statute creating it; the latter (speaking generally) can do everything that an ordinary individual can do."

But while a municipal corporation is thus free from the general disability which affects statutory corporations, it is subject to the restrictions imposed by the Municipal Corporations Act, 1882, and will consequently be restrained from applying the borough funds to purposes not authorized by that Act. Hence where any exercise of the corporate powers requires the expenditure of money, and such expenditure is not authorized by the Act of 1882, it is necessary to obtain special statutory powers for the purpose, and then the legality of the expenditure depends, just as in the case of a statutory corporation, upon the construction of the relevant statutes. This is the effect of *Attorney-General v. Corporation of Newcastle-upon-Tyne* (23 Q. B. D. 492), where it was held that a municipal corporation, which was subject to the Municipal Corporations Act, 1882, and to a local Improvement Act, was not at liberty to pay sums out of the rates for the purpose of freeing a bridge from tolls, this purpose not being within the objects of the local Act. A contract entered into for this purpose was not illegal and void, because the payments might be made out of the surpluses of the borough fund and of certain other funds, if such surpluses existed; but it was not lawful for the corporation to create the necessary fund out of a borough rate.

In the present case of *Attorney-General v. Corporation of Manchester* the defendant corporation had statutory powers to

acquire and work tramways, and it was proposed to establish also a system for the collection, carriage, and delivery of parcels. This was not to be limited to the tramways. The corporation proposed to collect and deliver parcels outside the radius of the tramlines altogether, between places having no connection with them, and to collect and deliver goods which had never travelled, and were not intended to travel, by their trams at all. In pursuance of this plan they issued in April, 1905, a book of rates and arrangements for the conveyance of parcels traffic from Manchester to all parts of the United Kingdom and abroad, and described themselves as agents for all railway companies, and they spent considerable sums in preparations for carrying on this business. The expenditure on the business they proposed to include in the tramway accounts. *Prima facie* all this involved a considerable addition to the tramway undertaking, and although the corporation might have power to enter into the business under their general powers as a corporation, yet the legality of the necessary expenditure depended upon the statutes which authorized the working of the tramways.

The special statutory powers of the Manchester Corporation date from 1875, when a provisional order, confirmed by 38 & 39 Vict. c. clxvii., was obtained empowering the corporation to construct and maintain a specified tramway, and to work and use the same. The tramway might be used "for the purpose of conveying passengers, animals, goods, minerals, and parcels," and the tolls which might be taken for the various classes of traffic were regulated. The Act provided for the case of a lease of the tramways by the corporation, and at first this course was adopted, and the trams were worked by the lessees, but subsequently it was seen that the corporation might appropriate the profits to be derived from the working, and a later statute—the Manchester Corporation Act, 1897 (60 & 61 Vict. c. cxxli.)—as FARWELL, J., observed, clearly contemplated the working of the tramways by the corporation itself. "It is common knowledge," said the learned judge, "that by this time municipalities had in many cases been authorized to acquire works of a public nature within their boundaries with a view to working them at a profit. It is no part of the function of this court to consider whether municipal trading of this or any other kind is or is not politic; my duty is confined to construing the Acts by which the Legislature has conferred that power, and I know of nothing that would authorize me to apply principles of construction to an Act giving power to a municipality to carry on some trading operations differing from those applicable to an Act giving similar powers to any other corporate body."

The corporation mainly relied upon the Manchester Corporation Act, 1899 (62 & 63 Vict. c. ccliv.), which extended their powers to the working of tramways within the city in connection with those in adjoining or neighbouring districts. To the terms of the Act it is unnecessary to refer in detail. It is sufficient to quote Mr. Justice FARWELL's statement of its effect. "This Act, in my opinion, enables the corporation to run carriages and take tolls on all the network of tramways mentioned therein, and to use such tramways for the purpose of carrying passengers and of conveying and delivering animals, goods, minerals, and parcels." And he held that this delivery need not be from the trams. The corporation were entitled to deliver at the addresses of consignees and to use horses and carts for this purpose. But this was restricted to goods which travelled along the trams, and there was nothing in the Acts which authorized the corporation to act as carriers generally without reference to their tramways. Their powers were restricted to what was incidental to exercising the express statutory powers. "To collect and deliver parcels for the tramway," said the learned judge, "is fairly incidental; to collect and deliver parcels outside the radius of the trams, and without any connection with the trams, is not incidental to the tram business but distinct from it."

But, as already explained, this limit upon the statutory powers did not place a corresponding limit upon the corporate powers as such. It only prevented the use of the rates for the purpose of the additional carrying business, and the corporation contended that, under the circumstances, the extension of the business involved no additional burden upon the rates. FARWELL, J., however, not unnaturally declined to believe that a large general

delivery service and a general railway agency could be added to a service limited to the connection with trams without expense, though the amount of this expense would be a matter of inquiry. Accordingly he made a declaration that the defendants were not entitled to expend any part of the rates or of the receipts of their tramway undertaking for the purpose of carrying on the business of carriers except as part of and in connection with their tramway undertaking, and granted an injunction accordingly, leaving the plaintiff to take an inquiry on similar lines if he so desired at his own risk. The learned judge left open the question as to the legality of the charges which the corporation proposed to make for the extended service beyond the statutory tolls—charges to which the plaintiff was not entitled to object; and it is possible that the corporation could maintain this service if the receipts were sufficient to cover the expenditure. But this would, of course, involve personal risk to the members of the council, and it is hardly likely that such a course will be adopted. For the present it must be recognized that special developments of municipal trading require the express sanction of Parliament.

The Pope and Notaries Public.

THE judgment delivered by Sir LEWIS DIBDEN as Master of the Faculties on Monday last in *Re A Notary Public, Ex parte The Provincial Society of Notaries Public* was a somewhat quaint production. We are not accustomed to expect the jurisdiction over notaries to be regulated by the proceedings in bygone times of His Holiness the Pope, yet we find the learned Master anxiously searching for an instance of such proceedings. Verily we live and learn.

The application was made by the society that the name of a notary might be removed from the roll of notaries on the ground that he had been struck off the roll of solicitors; and the first question was whether the court had jurisdiction to make such an order. Now, as the jurisdiction which the Master of the Faculties exercises, on behalf of the Archbishop of Canterbury, in the matter of notaries was created by the statute 25 Hen. 8, c. 21, as part of the general transfer to the Archbishop of Canterbury of the Pope's jurisdiction in the matter of dispensations, the question, to some extent, turned on whether the Pope could, before that statute, have revoked a faculty appointing an English notary. No case could be found in which he had done so, but the learned Master of the Faculties had great difficulty in believing that there must not have been such a case, and that the Pope had not, and did not exercise, jurisdiction for that purpose. He thought it was in the highest degree improbable that the Pope did not possess the power to determine that particular sort of faculty. Perhaps it may be humbly suggested as somewhat unlikely that all the cost of a journey to Rome, and of proceedings before the Pope, would be incurred in order to obtain the removal of a single erring English notary.

It is more singular that there are no precedents in the Faculty Office of the exercise of the power by the Master of the Faculties after the date of the above-mentioned statute. But here again the ingenuity of the learned Master afforded an explanation. It might be accounted for partly by the fact of the great care which was observed in the choosing of notaries. And, at all events, he did not think it safe to assume, from the absence of record, that the power had never been used, because the record of its use would be less easily found than that of the appointment of notaries. He was not prepared to say—in fact he thought it would be misleading to say—that because no record was found, no case had ever existed. He pointed out, moreover, that an Act of 6 & 7 Vict. c. 90, s. 9, without conferring any power to strike off the roll, assumed that the power existed, and enacted that it should not be exercised in particular cases, which were cases of technical defects in the initiatory process of becoming a notary, except where these defects had been created fraudulently. The inference from that section was, he thought, clear that where there had been fraudulent defects in the articles or other initiatory stages of becoming a notary, the Master of the Faculties might strike a notary off the roll. And he came to the conclusion that it was impossible, reading that section, to come to any other conclusion than that it assumed the existence of a general power—of an inherent power—to deal with notaries in that way.

Then the question arose, whether, in exercising this jurisdiction, the learned Master should embark on a fresh inquiry as to the facts of the case before him, or should accept the report of the Standing Committee of the Law Society and the order of the High Court striking the solicitor off the rolls as sufficient evidence of delinquency. One rather trembles to think of the result if the Master had, on behalf of the Archbishop of Canterbury, proceeded to review the findings of the committee and the High Court and to declare that both of them were wrong. This would have been a serious

ecclesiastical censure. Fortunately, however, he came to the conclusion that "he was bound to act, so far as any finding of fact was concerned, upon the order of the High Court."

Finally, the learned Master had to consider whether, in the view of himself, as representing the Archbishop of Canterbury, the conduct disclosed by the report and order was such as to justify the striking of the notary off the roll of notaries. "With very great reluctance," he held that it was; and so, for the first time apparently in history, a notary public, who had been struck off the roll of solicitors, was on that ground removed from the roll of notaries. What would the Pope have said to the notion that the exercise of his jurisdiction was to be controlled by a Statutory Committee or the order of a temporal court?

Reviews.

Poor Law.

POOR LAW GENERAL ORDERS. SECOND EDITION. By ALEXANDER MACMORRAN, K.C., and E. J. NALDRETT, Barrister-at-Law. TWO VOLUMES. Shaw & Sons; Butterworth & Co.

These two volumes contain all the general orders issued by the Local Government Board and their predecessors, and now in force for the regulation of the relief of the poor, including the management of workhouses, the administration of outdoor relief, the election of guardians, and other ancillary matters. It is not a work which appeals to the general practitioner, but for lawyers and officials concerned with the poor law this collection will be invaluable. It will be a surprise to many that the administration of the poor law is in part regulated by orders which have been in force for some sixty years; such, however, is the case, and from 1841 down to the present time there are but few years which have not seen some addition to this mass of departmental legislation. The present collection is the most complete which we have seen, and its utility is immensely enhanced by the exhaustive index which is to be found at the end of each volume. Points of difficulty arising in the text of the orders are elucidated by excellent notes and references to decided cases, and the work affords for those who have to deal with this branch of the law an indispensable supplement to Mr. Brooks Little's recent collection of Poor Law Statutes.

Books of the Week.

Company Precedents, for Use in Relation to Companies Subject to the Companies Acts, 1862 to 1900. Part I. Arranged as follows: Promoters, Prospectuses, Underwriting, Agreements, Memoranda and Articles of Association, Private Companies, Employers' Benefits, Notices, Resolutions, Certificates, Powers of Attorney, Banking and Advance Securities, Petitions, Writs, Pleadings, Judgments and Orders, Reconstruction, Amalgamation, Special Acts. With Copious Notes and an Appendix containing Acts and Rules. Ninth Edition. By FRANCIS BEAUFORT PALMER, Barrister-at-Law, assisted by the Hon. CHARLES MACNAGHTEN, K.C., and FRANK EVANS, Barrister-at-Law. Stevens & Sons (Limited).

The Law of Money-lending Past and Present: Being a Short History of the Usury Laws in England, followed by a Treatise upon the Money-lenders Act, 1900. By JOSEPH BRIDGES MATTHEWS, Barrister-at-Law. Sweet & Maxwell (Limited).

Dilapidations: A Text-book in Tabulated Form for the Use of Architects, Surveyors, &c.; together with the Various Acts Relating Thereto, and Special Chapters on Ecclesiastical Dilapidations and on Fixtures. By Professor BANISTER FLETCHER, J.P., D.L., F.R.I.B.A., F.K.C., &c. Sixth Edition, Revised and Largely Rewritten. By BANISTER F. FLETCHER, Architect, F.R.I.B.A., F.S.I., and H. PHILLIPS FLETCHER, Architect, F.R.I.B.A., F.S.I., A.M.I.C.E., Barrister-at-Law. B. T. Batsford.

The Annual Digest of all the Reported Decisions of the Superior Courts, including a Selection from the Scottish and Irish, with a Collection of Cases Followed, Distinguished, Explained, Commented On, Overruled, or Questioned, and References to the Statutes Passed During the Year 1905. By JOHN MEWS, Barrister-at-Law. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

The Law Magazine and Review: a Quarterly Review of Jurisprudence. February, 1906. Jordan & Sons (Limited).

Under the auspices of the Solicitors' Managing Clerks' Association a lecture will be delivered on Friday, the 16th of February, in the Old Hall, Lincoln's Inn, by Mr. Frederick Whimney on "Some Points Connected With the Law of Executorship Accounts." The chair will be taken at seven o'clock by Mr. Charles Burney, B.A., a Master of the Supreme Court.

Correspondence.

The Law Degree of the London University.

[To the Editor of the Solicitors' Journal.]

Sir,—I am extremely glad to see the letter of T. C. W. hereon, as it exactly tallies with my own opinion on the subject.

There are numbers of solicitors who, like myself, would be quite willing to enter for the law degree provided they were not first compelled to painfully and uselessly renew their knowledge in subjects which they left behind when the professional preliminary examination was successfully passed.

Labour of this kind is always unwelcome and generally useless for all practical purposes, while to earnest lawyers who truly love their profession a study of the subjects set for the law degree examinations is most seductive and useful, and would be undertaken with additional ardour if a reward could be obtained.

I, therefore, sincerely hope that the heads of the London University may agree to grant practising lawyers the suggested dispensation.

Feb. 3.

C. R.

[To the Editor of the Solicitors' Journal.]

Sir,—Referring to the letter of T. C. W., in your issue of the 3rd inst., I think the suggestion made is an admirable one.

I communicated with the Law Society on the subject some months ago, but they were unable to assist me; but if the society could induce the university to exempt (as I understand the Inns of Court do) those who have passed the society's preliminary examination, I have no doubt but that a large number of solicitors would study for the law degrees, and I shall be glad if you will give my name, and that of my partner, to T. C. W. as those anxious to see the privilege secured.

Jan. 3.

[We have received other letters on the subject.—ED. S.J.]

Another Solicitor M.P.

[To the Editor of the Solicitors' Journal.]

Sir,—May I draw your attention to the fact that, in the list of solicitors in Parliament in your current number, you have overlooked the name of Mr. Robert Pearce, of the well-known firm of Baylis, Pearce, & Co., of London, that gentleman being the Liberal member for the Leek division, Staffordshire.

W. R. J. HICKMAN.

Selborne House, 11, Ironmonger-lane, Cheapside, Feb. 3.

Cases of the Week.

Court of Appeal.

GOLDSCHMIDT v. OBERRHEINISCHE METALLWERKE. No. 1.
1st Feb.

PRACTICE — RECEIVER — EQUITABLE EXECUTION — JUDGMENT DEBTOR A FOREIGNER RESIDENT ABROAD — DEBTS DUE TO JUDGMENT DEBTOR WITHIN JURISDICTION — R. S. C. XLV. 1; L. 16; APPENDIX B, FORM 25 — JUDICATURE ACT, 1873 (36 & 37 VICT. c. 66), s. 25, SUB-SECTION 8.

Appeal from an order of Channell, J., in chambers. The action was brought for an account of the commission due to the plaintiff as the sole agent of the defendants in Great Britain, and for payment of the amount found due. At the trial of the action judgment was given for the plaintiff for an amount to be ascertained upon an account to be taken by an official referee, and the costs of the action. The taxing-master, before the account was taken, proceeded to tax the costs of the action, and at the request of the plaintiff's solicitor he gave an interim certificate that he had allowed the sum of £250 on account of the plaintiff's costs. The plaintiff thereupon applied at chambers for the appointment of a receiver of the debts and sums of money due and owing and thenceforth becoming due and owing to the defendants by persons and firms who were customers of the defendants in this country. The plaintiff made an affidavit in support of the application, in which he stated that the defendants were a limited liability company incorporated and carrying on business in Germany, and had no place of business in this country, and no assets or property which could be taken in execution by a *fi. fa.* or any ordinary process of execution; that the only assets which they had in this country were the debts due and owing and which would become due and owing to them by persons and firms to whom they had supplied goods; that an exhibit to the affidavit contained a list of the persons or firms to whom, as he (the plaintiff) was informed and believed, the defendants had supplied goods; that he was informed by several of the above-mentioned persons that the representatives of the defendant company who attended the trial in London had since the judgment called upon those persons to obtain payment of their accounts, and the plaintiff believed that it was the defendants' intention to collect all the moneys due to them in England, and to change the name of the company, so preventing him from obtaining the fruits of his judgment. Channell, J., refused to appoint a receiver. The plaintiff appealed, and notice of the appeal was served on the defendants, but they did not

appear. It was stated on behalf of the plaintiff that, though he knew who were the defendants' customers in this country, he was unable to say whether any debts were due from them to the defendants or the amounts of the debts, if any, which were due.

THE COURT (VAUGHAN WILLIAMS, STIRLING, and MOULTON, L.JJ.) allowed the appeal.

VAUGHAN WILLIAMS, L.J., said that there were special circumstances in this case which entitled the plaintiff to this remedy of the appointment of a receiver by way of equitable execution, as it was practically very difficult to get a remedy by the ordinary mode of execution. The case came within the language used by Fry, L.J., in *Manchester and Liverpool District Banking Co. v. Parkinson* (22 Q. B. D. 173, at p. 177), and he was inclined to think that it fell under both the heads stated by Fry, L.J.—namely, where a receiver was required to get in debts, or to prevent someone making away with them, because upon the facts here it seemed likely that the defendant company would withdraw those debts from any chance of execution here unless a receiver were appointed.

STIRLING and MOULTON, L.JJ., agreed.—COUNSEL, A. Powell, K.C., and C. Tisdale Davis. SOLICITORS, James W. Browne.

[Reported by W. F. BARRY, Esq., Barrister-at-Law.]

High Court—Chancery Division.

Re UNITE (DECEASED). EDWARDS v. SMITH. Kekewich, J.
18th and 25th Jan.

WILL—CONSTRUCTION—CHARITY—GIFT TO BE APPLIED "UNDER THE DIRECTION" OF THE EXECUTORS—CY PRIS.

This was a summons by the executors of the will of Mrs. A. M. Unite dated the 24th of April, 1902, to determine a question of construction. The question related to a gift to the Birmingham and Midland Hospital for Women which was in the following terms: "I give the sum of £20,000 towards the rebuilding and equipment, to the satisfaction and under the direction of my executor, of the Birmingham and Midland Hospital for Women, the enlargement of which has been recommended, and which charity I have long desired to benefit." The will contained no gift of residue. The testatrix died on the 22nd of April, 1905, and her will was duly proved. The enlargements to the hospital contemplated at the date of the will were practically completed during the testatrix's lifetime, but there was no new furniture or equipment. It was contended on behalf of the hospital that the bequest amounted to a gift to that charity, and what could not properly be expended on building should be applied *cy-pris*. The next-of-kin contended that the gift failed so far as money to be applied in building was concerned, and that to that extent there was an intestacy.

KEKEWICH, J., in giving judgment, said: It was argued on behalf of the hospital that the words of this bequest really constitute a gift to the charity and what cannot be properly expended on rebuilding and equipment belongs to the charity and should be handed over to it. I cannot so construe the gift. There no doubt are authorities in which it has been held that a specified object may be treated as merely the motive of the gift, and that the gift may be fulfilled notwithstanding that the motive object fails. No one of these authorities deals with a case like the present one, which, to my mind, is clearly outside them. Then it was further argued that, the gift being charitable, so far as the specified object fails, should be applied *cy-pris*. That point cannot be decided in the absence of the Attorney-General, and if money remains after the payment of what can properly be applied, an adjournment must be made in order to bring the Attorney-General before the court. In order to guide the executors in exercising their discretion in the application of this legacy I propose to state my critical interpretation of the will. If the words "to the satisfaction of my executors" stood alone I think it would be competent for them now or at a future time to say that what had been done, though without their approval or even knowledge, should be paid for to the extent of £20,000 less legacy duty out of the assets. But the testatrix provides that the work shall be done "under the direction" of the executors, and it is not easy to say what this means. It certainly does not mean that the executors must act as a clerk of the works or superintendent architect, nor do I think it postulates the submission of plans to the executors. It does, however, I think, postulate a general guidance or control. They cannot be said to have given directions for works after such works are completed. On the other hand I think that if they were made aware that certain works, of which they had a general knowledge, were contemplated, and they gave their assent, they might, on being satisfied of their proper execution, pay for them to the extent of the fixed sum. "Equipment" hardly needs any definition, but it may be useful to add that, in my opinion, it covers anything and everything required to convert an empty building or part of an empty building into a hospital or part of a hospital with all modern appliances. Further, there is no limit of time. Until the hospital has been fully rebuilt and fully equipped I think the discretion remains exercisable. When that time arrives, if the executors are then in possession of a balance, I shall be prepared to give them directions, and, if necessary, to provide for the service of the Attorney-General, but in the meantime the summons stands adjourned.—COUNSEL, Mulligan, K.C., and Hewitt; Lawrence, K.C., and Beaumont; Jaggen, K.C., and Sargent. SOLICITORS, H. Tyrrell & Sons; Shaw, Preston, & Lyttelton; Beale & Sons.

[Reported by H. WOLCOTT WARNER, Esq., Barrister-at-Law.]

Re SAMPSON (DECEASED). SAMPSON v. SAMPSON. Kekewich, J.
31st Jan.

TRUSTEE—APPOINTMENT OF NEW TRUSTEES—DONOR OF POWER APPOINTING HIMSELF—APPOINTMENT HELD INVALID—TRUSTEE ACT, 1893 (56 & 57 VICT. C. 53), s. 10, SUB-SECTION 1.

By his will Joseph Sampson gave all his estates to trustees for his

wife for life, and after her death to be equally divided among all his children living at his decease for their lives, and upon the death of the survivor of them he directed that his residuary estate should be disposed of and converted into money and such produce thereof should be equally divided amongst all the children of his sons and daughters, but so that the child or children of any one of his sons or daughters should only take his or their parents' share, and he appointed his wife and three sons to be the executors of his will. J. W. Sampson, the surviving son and trustee, died on the 10th of March, 1905, and as the executors appointed by his will renounced probate, his eldest son, E. J. Sampson, took out letters of administration with the will annexed and as such administrator appointed himself and his brother, A. E. Sampson, trustees of the will of the testator, Joseph Sampson. They took out the present summons, and one of the questions asked by this summons was whether the applicants had been duly appointed trustees of the testator's will, and if necessary that their appointment might be confirmed by the court. The appointment was made under the powers conferred by section 10 (1) of the Trustee Act, 1893, which provides that "where a trustee, either original or substituted, and whether appointed by the court or otherwise, is dead, or remains out of the United Kingdom for more than twelve months, or desires to be discharged from all or any of the trusts or powers conferred on him, or refuses or is unfit to act therein, or is incapable to act therein, then the person or persons nominated for the purpose of appointing new trustees by the instrument, if any, creating the trust, or if there is no such person, or no such person able or willing to act, then the surviving or continuing trustees or trustee for the time being, or the personal representative of the last surviving continuing trustee may by writing appoint another person or other persons to be a trustee or trustees in place of the trustee dead, remaining out of the United Kingdom, desiring to be discharged, refusing or being unfit or being incapable as aforesaid. For the applicants it was argued that the appointment was a good appointment. In *Montefiore v. Guedalla* (1903, 2 Ch. 723) Buckley, J., held that there was no rule that a donee of a power to appoint new trustees was unable to appoint himself. The words "another person or other persons" in section 10 must be held to refer not to the appointor but to the person in whose place a new trustee was appointed.

KEKEWICH, J., said that in the present case the donee of a power had appointed himself to be a trustee, and the question was whether that was a good appointment, there being no express power under the will to appoint. In *Re Newen* (1894, 2 Ch. 297) he had expressed a decided opinion that a donee of a power could not make such an appointment on the ground that the power was to appoint "any other proper person or persons," and that a man could not be another person than himself. In *Montefiore v. Guedalla* (1903, 2 Ch. 723) Buckley, J., held that the last survivor being the sole trustee (and it followed that the personal representative of the last sole trustee) could appoint new trustees, as there was nothing in the power in that case to prevent it. But he distinguished the case where the power was to appoint some "other" person, and said that in such a case the donee of the power might not be amongst the persons capable of being appointed. The first step was to look at the language of the power. In the present case the power was contained in section 10 of the Trustee Act, 1893. What did "another person" mean; did it mean some other person than the trustee who was dead or who had become incapable of acting, or did it mean some other person than the person exercising the power. The person who appointed was to appoint another person or other persons to be trustees; surely that must mean some other person than the person appointing. If there was no such person then the surviving or continuing trustee was to appoint. It would be strange if the surviving or continuing trustee could appoint himself. In any of those cases the surviving or continuing trustee could not appoint himself because he was already a trustee. Therefore it was clear that the words meant some person other than the surviving or continuing trustee, and therefore it must mean some other person than the personal representative of the last surviving or continuing trustee. The present case fell within the exception referred to by Buckley, J., and the appointment must be held to be bad.—COUNSEL, J. Austen-Cartmell; Waddilore; W. J. Whittaker. SOLICITORS, Barlow, Barlow, & Lyde.

[Reported by R. FRANKLIN STUBBS, Esq., Barrister-at-Law.]

Re GASKELL AND WALTER'S CONTRACT. Kekewich, J. 26th Jan. and 1st Feb.

CONVICT—ADMINISTRATOR OF CONVICT'S PROPERTY—ESTATE TAIL—POWER OF ADMINISTRATOR TO BAR—FORFEITURE ACT, 1870 (33 & 34 VICT. C. 23), ss 10, 12.

This was an originating summons under the Vendor and Purchaser Act, 1874, taken out by a purchaser to decide whether the vendor appointed under the Forfeiture Act, 1870, administrator of the property of a convict was competent to disentail property of which the convict was seized for an estate tail. On the 15th of March, 1905, the convict was convicted of felony and sentenced to three years' penal servitude. On the 1st of June, 1905, the then Home Secretary committed the custody and management of the convict's property to the vendor during his Majesty's pleasure for the purpose of dealing with the estate and interest of the convict in the manner prescribed by the provisions of the Forfeiture Act, 1870. The property of the convict included a rent-charge of £300 a year, to which he was entitled for an estate tail. By an indenture of the 5th of July, 1905, the vendor purported to bar his estate tail in the rent-charge. By a contract for sale dated the 3rd of November, 1905, the vendor agreed to sell to the purchaser this rent-charge in fee simple. The purchaser objected to the title of the vendor on the ground that the Forfeiture Act does not confer power on the administrator of a convict's estate to bar the convict's estate tail, and he therefore took out

this summons for a declaration that the vendor had not shewn a good title. Section 10 of the Forfeiture Act, 1870, provides that "upon the appointment of any such administrator in manner aforesaid all the real and personal property, including *choses in action*, to which the convict named in such appointment was at the time of his conviction, or shall afterwards while he shall continue subject to the operations of this Act, become or be entitled, shall vest in such administrator for all the estate and interest of such convict therein." Section 12 of the Act provides that "the administrator shall have absolute power to let, mortgage, sell, convey, and transfer any part of such property as to him shall seem fit." For the purchaser it was contended that the administrator of a convict was given no such express power to deal with the estate tail of the convict by these sections as was given to the trustee in bankruptcy by section 55, sub-section 5, of the Bankruptcy Act, 1883, that such express power was necessary to enable him to deal with the estate tail, and that therefore he was not competent to bar the estate tail: *Re Starkie* (3 Myl. & K. 247), *Sturgis v. Morse* (8 W. R. 737, 2 D. F. & J. 223). For the vendor it was urged that the powers given to the administrator by the Act enabled him to deal with all property vested in the convict at the date of his conviction: *Carr v. Anderson* (47 SOLICITORS' JOURNAL 30; 1903, 1 Ch. 90).

KEKEWICH, J., in giving a considered judgment, said that it was competent for Parliament to provide that the administrator should have the right claimed by him in this case, but undoubtedly express words were required for the purpose. What was vested in the convict was an estate in fee determinable by the entry of issue, and according to all canons of construction no general words would suffice to vest in the administrator a fee simple absolute. It is clear that under section 12 of the Act the administrator can sell, convey, and transfer only that which is vested in him, and that under section 10 it is only the real and personal property of the convict which is vested in the administrator for all the estate and interest of such convict therein, and not for any other estate or interest. The administrator, therefore, has only vested in him, and can only sell a fee simple determinable and not a fee simple absolute. The objection of the purchaser must be upheld.—COUNSEL, *Tyldesley Jones*; *S. R. Earle*. SOLICITORS, *Field, Roscoe, & Co.*, for *Collins & Woods*, Swansea; *Gibson & Weldon*, for *F. H. Gaskell*, Cardiff.

[Reported by P. JOHN BOLAND, Esq., Barrister-at-Law.]

Re HENRY CASTLE & SONS (LIM.) (IN LIQUIDATION) AND In the Matter of HENRY CASTLE & SONS (LIM.). MITCHELL v. HENRY CASTLE & SONS (LIM.) AND OTHERS. Joyce, J. 29th Jan.

LEASE—FORFEITURE ON LIQUIDATION—RELIEF AGAINST—SALE WITHIN YEAR—WHAT AMOUNTS TO—CONVEYANCING AND LAW OF PROPERTY ACT, 1892 (55 & 56 VICT. C. 13), s. 2, SUB-SECTION 2.

This was a motion by mortgagees in possession for the delivery up to them of the properties demised by two indentures of lease or for leave, notwithstanding the appointment of a receiver, to enter upon the said properties for breach of a condition of forfeiture on bankruptcy, which includes liquidation by arrangement under section 2, sub-section 15, of the Conveyancing and Law of Property Act, 1881. On the 28th of October, 1904, a receiver and manager had been appointed on behalf of the holders of debenture stock of the company, which company were the lessees of the properties by the said indentures demised, and on the 14th of December the company passed a special resolution and entered into voluntary liquidation. The receiver, with a view to obtaining relief against forfeiture incurred by breach of covenants in the said leases contained sought to enter into two agreements for sale of the said properties dated the 8th and the 13th of December, 1905, respectively, within one year from the date of the liquidation under section 2, sub-section 2, of the Conveyancing and Law of Property Act, 1892, such agreements being conditional on the sanction of the court being obtained to the same. Such sanction had not been obtained.

Joyce, J., in giving judgment, said there was no sale within the meaning of section 2, sub-section 2, of the Conveyancing and Law of Property Act, 1892, unless such sale be completed by conveyance or at any rate there be an absolute contract for an out-and-out sale within one year from the date of the liquidation. He therefore held that there was no such sale.—COUNSEL, *Hughes, K.C.*, and *Austen-Cartmell*; *Younger, K.C.*, and *Kirby*; *Vernon*. SOLICITORS, *Dollman & Pritchard*; *Kimbars & Boatman*; *Fluz, Thompson, & Quarrell*.

[Reported by EDWARD J. M. CHAPLIN, Esq., Barrister-at-Law, for P. JOHN BOLAND, Esq., Barrister-at-Law.]

Re RATTENBERRY. RAY v. GRANT. Swinfen Eady, J. 16th, 19th, and 30th Jan.

WILL—LEGACY—DEBT OWED BY TESTATOR TO LEGATEE—SATISFACTION.

Originating summons. The plaintiff took out the summons to have the following question determined: She had lent to the testatrix sums amounting to £150, upon which interest was to be paid at 5 per cent. The loans had not been repaid at the death of the testatrix. By her will, dated the 23rd of November, 1903, the testatrix had bequeathed a legacy of £400 to the plaintiff, and the question arose as to whether such legacy was intended by the testatrix to be in satisfaction of the debt.

Jan. 30.—SWINFEN EADY, J.—The rule is that a legacy to a creditor of an amount equal to or greater than the debt is *prima facie* to be considered a satisfaction of the debt. In *Re Horlock* (43 W. R. 410; 1895, 1 Ch. 516) *Stirling, J.*, felt that he was bound by the rule although he could not approve of it. I consider that the present case is within the rule unless there is sufficient indication of intention to exclude the rule. It is sought to exclude the rule on the ground that the debt carries interest from the death and the legacy only from one year after the death. But *Clark v. Sewell* (3 Atk. at p. 99) decided that where

the legacy is in satisfaction of a debt, and no time is fixed for payment of the legacy, it carries interest from the death of the testator. If the will mentions a date for payment, then interest will only run from that date; and this was the ground for the decisions in *Haynes v. Mico* (1 Bro. C. C. 129) and *Adams v. Lavender* (McCl. & Y. 41). A legacy comes within the principle laid down by Lord Hardwicke in *Clark v. Sewell* if it is an immediate legacy, although, of course, only payable in due course of administration. In *Fowler v. Fowler* (3 P. Wms. 353), where the debt due at the date of the will was £200 for arrears of pin-money, and a general pecuniary legacy of £500 was given, the legacy was held to be in satisfaction of the debt. *Gaynon v. Wood* (1 Dickens 331) and *Re Fletcher* (36 W. R. 841, Ch. D. 373) support the rule. The fact, therefore, that the legacy was given generally, without any reference to time of payment or interest, will not exclude the rule. The plaintiff herself being an executrix makes no difference. I am therefore bound to hold that the legacy is in satisfaction of the debt.—COUNSEL, *Baden Fuller*; *Austen-Cartmell*. SOLICITORS, *Gribble, Oddie, Sinclair, & Johnson*; *Langford & Fisher*.

[Reported by F. HARDING DALSTON, Esq., Barrister-at-Law.]

Re GRIGGLESTONE COAL CO. (LIM.). STEWART v. THE COMPANY. Swinfen Eady, J. 20th Jan.

PRACTICE—DEBENTURE-HOLDER'S ACTION—PROPERTY IN DANGER—MOTION FOR JUDGMENT ON ADMISSIONS—R.S.C. LI. 1r.

In this action the plaintiff moved for judgment on behalf of himself and all other first debenture-holders. The statement of claim alleged that the company's mine was in danger of destruction by flooding, and asked for an order for sale by the receiver, who had been appointed upon the passing of a resolution to cease carrying on business. The defendants to the action comprised the company, the holder of all the second debentures, and the holder of £19,000 out of £40,000 third debentures, of which the plaintiff himself also held £3,000. The principal money of the first issue of debentures had not yet fallen due, and no interest was in arrear. All the defendants admitted by their defences the allegations in the statement of claim. An order for an immediate sale of the assets and effects of the company as a going concern was asked for under ord. 51, r. 1b, Rules of the Supreme Court. The receiver had filed an affidavit in support of the statement of claim, as was required by *Cozens-Hardy, J.*, in *Re Day and Night Advertising Co.* (48 W. R. 362).

SWINFEN EADY, J., directed a sale with the approbation of the judge. This would meet the difficulty of making the desired order in the absence of some of the third debenture-holders, who could be brought in on the application for approval of a conditional contract for sale. The judgment would have to include a declaration of charge, for upon that rested jurisdiction to sell under ord. 51, r. 1b. There would be a direction for sale with the approbation of the judge, instead of for the receiver to sell, as asked on the proposed minutes. Apart from that judgment would be in the usual form.—COUNSEL, *Hon. E. C. Macnaghten, K.C.*, and *H. M. Humphrey*; *Manson*; *Baden Fuller*. SOLICITORS, *Gribble, Oddie, Sinclair, & Johnson*, for *Stewart & Chalke*, Wakefield.

[Reported by F. HARDING DALSTON, Esq., Barrister-at-Law.]

Solicitors' Cases.

Re MERCANTILE LIGHTERAGE CO. (LIM.). Warrington, J. 23rd and 30th Jan.

SOLICITOR—TAXATION OF BILL OF COSTS—DISBURSEMENTS—PROFESSIONAL CHARGES—DISALLOWANCE OF ONE-SIXTH PART—SOLICITOR AND CLIENT COSTS—INCLUSION OF TAXED PARTY AND PARTY COSTS—R.S.C. LXV. 37 (38h).

This was a summons to review a taxation of costs and raised two questions of importance as to the proper method of determining whether one-sixth part of the bill had been disallowed under ord. 65, r. 27 (38h). The applicant, R. Wood, was the former liquidator of the above company. By an order of the 5th of May, 1905, made in the voluntary winding up of the company it was directed that the costs, charges, and expenses of Mr. Wood as between solicitor and client properly incurred in the winding up should be taxed and ascertained accordingly, and a new liquidator was appointed. Mr. Wood accordingly sent in his bill shewing in separate columns disbursements of £239 3s. 9d. and professional charges of £563 9s., amounting in the whole to £802 12s. 6d. Of this amount two sums of £162 13s. 4d. and £9 4s. 6d. (items 3 and 4 in the schedule to the objections) represented certain party and party costs which had been incurred by Mr. Wood as liquidator in a litigation in which he had been successful, and which had been taxed and paid. The sum of £162 13s. 4d. consisted of £73 17s. 6d. disbursements and £88 15s. professional charges, and the sum of £9 4s. 6d. consisted of £3 3s. 6d. disbursements and £6 10s. professional charges. Credit was given in the bill for the receipt of these sums. Upon taxation of the bill the registrar had struck out these sums upon the ground that as they had already been taxed and paid it was improper and unnecessary to include them. Having thus reduced the amount of the bill, he taxed the remaining items (consisting of the excess of the solicitor and client costs over the party and party costs), and disallowed items amounting to £139 2s. 5d., of which £62 1s. 7d. were for disbursements and £77 0s. 10d. for professional charges. Regarding the disbursements as part of the bill in conformity with the existing practice in the taxing office, he held that more than one sixth part had been struck off, and he therefore disallowed items 1 and 2 of £18 6s. for drawing and copying the bill of costs and £7 6s. 8d. for attending taxation. The present applicant contended that the sums of £162 13s. 4d. and £9 4s. 6d. party and party costs were properly inserted in the bill and should not have been struck out, and also

that professional charges only and not disbursements should have been considered in determining whether the bill had been reduced by a sixth part. If this course had been adopted the amount disallowed would have been less than one sixth part, and consequently his costs of taxation, items 1 and 2, should have been allowed.

WARRINGTON, J.—The order is to pay, not the difference between party and party and solicitor and client costs, but the costs as between solicitor and client; and I should have thought independently of authority that this means the whole costs, and not merely so much as has not already been paid. But the form in which the bill has been carried in is in accordance, as I understand, with the long-established practice of the taxing office, which practice rests on the authority of several cases, of which *Waller v. Lacey* (1 M. & G. 54) is an example. Tindal, C.J., on this point, says: "The third question is, whether the charges in respect of extra costs are sufficiently stated; and it appears to me they do not comply with the requisites of the statute. Those charges by themselves are not intelligible to the officer of the court. An attorney's bill, generally speaking, ought to give a history of the cause, so as to enable the officer to judge of the propriety of the various items of which it is composed; but if part only of the charges are set forth he has not sufficient materials whereon to form his judgment. A delivery of a bill containing merely the extra costs is certainly not according to the general practice, which is for the attorney to deliver a bill of the whole costs, giving his client credit for the sum that has been received. Here these separate and disjointed items do not furnish the necessary information, and are consequently not a sufficient compliance with the statute, which requires a bill to be delivered for the purpose of enabling the client, should he think proper, to have it taxed." It has been suggested that this and other cases are confined to taxations under the Solicitors Acts. I can see nothing to limit their application for such taxations, and the reasons given by Tindal, C.J., apply as much to taxations such as the present as to taxations under the Act. There seems to be no valid objection to the mode in which the costs taxed and paid are included—namely, in a lump sum. This is also in accordance with the usual practice. For these reasons I think that the registrar was wrong in the course he took, and I allow the objections as to items 3 and 4. The other objection is this: The registrar, purporting to act under ord. 65, r. 27 (388), has disallowed the costs of drawing and copying the bill and of attending the taxation. Ord. 65, r. 27 (388), is as follows: "If on the taxation of a bill of costs payable out of a fund or estate (real or personal) or out of the assets of a company in liquidation, the amount of the professional charges contained in the bill is reduced by a sixth part, no costs shall be allowed to the solicitor leaving the bill for taxation for drawing and copying it, nor for attending the taxation." The registrar, for the purpose of arriving at the sixth part, has added to the professional charges the amount of the disbursements. In doing so he has followed the settled practice of the taxing office, though I understand, if he had felt himself at liberty to act on his own construction of the rule, he would have taken a different course. Is the practice in accordance with the true construction of the rule? The question turns on what is the meaning in the rule of "the professional charges contained in the bill." In the same order, rule 19 (A), it is provided that "in every bill of costs the professional charges shall be entered in a separate column from the disbursements." This shews that in this order "professional charges" has a meaning of its own distinct from and indeed contrasted with "disbursements," and, speaking for myself, I can see no doubt or ambiguity in the matter, and I think that the sixth part should be arrived at by taking the "professional charges" by themselves without regarding the disbursements. This is in accordance with the Irish case of *In the Goods of Rose Kennedy, Cunningham v. McDonagh* (1901, 2 I.R. 417). As, however, I found that the contrary practice was established, I requested Master Shearme to furnish me with a memorandum as to its origin. This I have received. The facts appear to be that sub-rule 38 (b) as first published in June, 1889, contained after the words "professional charges" the words "exclusive of disbursements." The words "exclusive of disbursements" were afterwards struck out and the rule of June, 1889, was signed as it now appears. In my opinion, even if I were entitled to look at the rule of May, 1889, in order to construe the rule now in force (which I do not think I am), it would not help me. The words omitted did not really alter the sense, and I could only conclude that the committee struck them out as redundant and in the interests of good draftsmanship. But I am also informed by the taxing-masters that the Incorporated Law Society made representations to the Lord Chancellor upon the rule as first drawn with the object of having disbursements included for the purpose of arriving at the sixth part, and that the intention of the Rule Committee in altering the rule was to give effect to these representations. These are matters to which I am not entitled to listen. I must take the rule as it stands, and say what it means. As to this I have already expressed my view. I must therefore allow this objection also, and refer the taxation back to the registrar accordingly. I need not say that I have been reluctant to interfere with a practice which has been so long established, but when there is as I think a plain construction of a rule I consider it my duty to give effect to it. If the rule so construed is not in accordance with the intention of the Rule Committee it is open for them to alter it. Application granted.—COUNSEL, T. L. Wilkinson; J. D. Israel. SOLICITORS, Atkinson & Dresser; Walter B. Styer.

[Reported by NEVILLE TEBBUTT, Esq., Barrister-at-Law.]

Re **BOSWELL, MERRITT v. BOSWELL.** Kekewich, J. 19th, 23rd, and 30th Jan.

LIMITATIONS, STATUTES OF—SOLICITORS' COSTS—PART BARRED—PART PAYMENTS—RETAINER OF MONEYS DUE TO CLIENT.

This was a creditors' administration action, commenced by originating

summons, in which the usual judgment was given on the 14th of November, 1904. The present claimant had acted as solicitor for the testator in the action of *Boswell v. Coaks*, which extended over a period of thirty years, and in other matters down to the death of the testator. After the judgment was given the claimant brought in a claim for a large sum of money due on three bills of costs. Nearly the whole of this claim was barred by the Statute of Limitations, unless certain alleged part payments took the claim out of the statute. On the 1st of January, 1896, when part of the present claim was already statute-barred, the testator made a payment to the claimant of the sum of £20. In December, 1897, the testator owed money for which he had given security. The claimant, on behalf of the testator, obtained a larger loan on the same security, paid off the first creditors, and retained the balance, £63, on account, with the assent of the testator. In January, 1902, the claimant, on behalf of the testator, recovered a small sum of money, and when his costs were paid there was a balance of £2 4s. 2d. over. This amount, the claimant, with the testator's assent, placed to his credit. In September, 1902, on the death of a Mr. Greenwood, the claimant received from an insurance office £400 due on a policy on Mr. Greenwood's life, to which the testator was entitled, subject to a mortgage. After discharging the mortgage and making certain payments, the claimant retained the balance, £43 6s. 8d., with the assent of the testator. The next transaction was in regard to a payment by a third party. *Boswell v. Coaks* was an action for the benefit of certain creditors, of whom Lord Walsingham was one, and in 1904 Lord Walsingham paid the claimant the sum of £20 as a contribution to the costs of that action. For the claimant it was contended that these payments kept alive the debts not statute-barred at the dates on which they were paid. *Friend v. Young* (41 SOLICITORS' JOURNAL 607; 1897, 2 Ch. 421), *Cleave v. Jones* (6 Exch. 573), and *Thomas v. Cross* (7 Exch. 733). Against the claim it was urged that payments without accounts stated do not keep alive a debt against the statute. *Waugh v. Cope* (6 M. & W. 824), *Nash v. Hodgson* (3 W. R. 590, 6 D. M. & G. 474), and *Mills v. Fawkes* (5 Bing. N. C. 455).

KEKEWICH, J., in giving a reserved judgment, said that the general principle of the law in respect of the doctrine that the effect of the statute may be avoided by part payment of principal or by part payment of interest was stated in Darby and Bosanquet's book on the Statutes of Limitations, p. 107, as follows: "The principle of this doctrine is that any such payment is an acknowledgment of the existence of the debt, and from it the law raises an implication of a promise to pay the residue or the principal as the case may be, just as it does from a simple acknowledgment in writing." In respect to the payment of £20 on the 1st of January, 1896, the evidence shews that the claimant pressed for a substantial payment on account of his costs, but the testator declared his inability to find at the moment more than the £20. No doubt, having regard to all the circumstances, this must be taken to have been an acknowledgment by the testator that more than £20 was due, and from such acknowledgment there ought to be inferred a promise to pay. But what did the testator promise to pay, the whole balance or only so much of it as was not then statute-barred? According to the authorities the promise was only to pay so much as was not then statute-barred, the rule being that in order to give the payment a more extensive operation it must be shewn to have been made expressly on account of the statute-barred debt. There was no such express arrangement in this case. The transaction in regard to the £63 retained by the claimant under date of the 23rd of December, 1897, is governed by the case of *Waugh v. Cope*, and cannot be properly treated as having been paid at all in the sense in which the word "paid" is used in this branch of the law. The same remarks apply to the £2 4s. 2d. retained by the claimant in January, 1902, and also to the £43 6s. 8d. retained in September, 1902. With regard to the payment by Lord Walsingham of £20, Lord Walsingham did not make the payment on account of the testator or in part payment of his debt, but in recognition of his (Lord Walsingham's) moral obligation. In no sense can the payment be treated as one by the testator from which a promise to pay the balance of his debt can be inferred against him. The result is that nothing has been done to take out of the operation of the Statute of Limitations the debts which were barred at the date of the judgment. There are, however, certain sums not so barred, and the claimant will be admitted a creditor for those sums, and be allowed such costs in respect thereof as the master thinks fit.—COUNSEL, Christopher James; P. O. Lawrence, K.C., and Galbraith; Armitage. SOLICITORS, Whites, for Emerson, Norwich; C. G. Scott.

[Reported by P. JOHN BOLAND, Esq., Barrister-at-Law.]

Bankruptcy Cases.

Re **A. J. HARRIS.** Ex parte **THE TRUSTEE.** Biggam and Darling, JJ. 5th Feb.

BANKRUPTCY—TRANSFER OF BANKRUPT'S BUSINESS TO LIMITED COMPANY—"FRAUDULENT CONVEYANCE"—BANKRUPTCY ACT, 1883 (46 & 47 VICT. c. 52), s. 4, SUB-SECTION 1 (n).

Appeal from a decision of his Honour Judge Bompas, K.C., in the county court at Bradford. The bankrupt had carried on business as an electrical engineer and dealer in fittings since 1892. In August, 1903, he borrowed from William Mitchell the petitioning creditor, £500 at 5 per cent. interest without any security but a promissory note payable on demand. At the same time Mitchell's son, Joseph William Mitchell, became apprentice to the bankrupt for three years, with the option of becoming a partner and putting capital into the business at the expiration of his apprenticeship. In April, 1905, the bankrupt got in arrears with the interest on the loan

from Mitchell, asked him to let the interest stand over for a time, and suggested that J. W. Mitchell should at once enter into partnership with him and bring in fresh capital. Mitchell refused to consent. On the 16th of May the bankrupt again wrote asking Mitchell to let his son come into partnership and put £900 into the business, but Mitchell again refused, and advised the bankrupt to try to get an overdraft from his bank, which he could not succeed in getting. On the 27th of May the bankrupt's solicitors wrote to J. W. Mitchell that creditors were pressing and made suggestions as to terminating the apprenticeship, but the parties came to no agreement in the matter. About the end of June the elder Mitchell heard a rumour that the bankrupt was going to turn his business into a company and had an interview with him on the subject, when the bankrupt stated that he had practically given up the idea and promised not to deal with his assets without Mitchell's consent. On the 3rd of July the bankrupt registered the company of A. J. Harris & Co. (Limited) with a capital of £2,000 in £1 shares, and on the 7th of July executed a transfer of all his assets to the company for £1,094—£94 in shares, £750 in debentures, and £250 in cash. The company also undertook to pay the bankrupt's existing debts, estimated at about £1,000. The assets were estimated at £2,000, made up of stock £1,170, plant £662, book debts £268. No shares were issued to the public. On the 19th of July a board meeting was held, when it was resolved to give the bankrupt £250 in debentures instead of paying that sum in cash as agreed. The bankrupt said that he wanted the debentures because they were a good investment, but he was then in such straits for cash that next day he borrowed £20 on a bill of sale. On the 28th of July Mitchell got judgment against the bankrupt for his debt and interest, presented a petition on the 8th of August, and obtained a receiving order on the 18th of August. A trustee was appointed, who moved to set aside the transfer to the company as a fraudulent conveyance. Prior to serving notice of motion the trustee held a private examination of the bankrupt, who stated that he had been pressed by his creditors, and as he could not get J. W. Mitchell or another man whom he approached to come in as partners, and as the bank refused him an overdraft, he thought he could raise capital by forming a company, and that he would be able to borrow on the debentures to pay Mitchell. The bank, however, refused any loan on the debentures. The county court judge dismissed the motion and the trustee appealed. It was contended for the appellant that the necessary effect of the bankrupt's transfer to the company was to delay his creditors, as they could only take his debentures in lieu of free assets, and the debentures could not be enforced without delay, and only in certain events.

BIGHAM, J., held that the bankrupt had had no intent to delay or defeat his creditors and had not in fact delayed them, but had only changed the character of his assets from stock-in-trade to debentures which he was both morally and legally entitled to do.

DARLING, J., concurred with some doubt.

THE COURT dismissed the appeal. Leave to appeal was given.—COUNSELL, F. Mellor; Waugh, K.C., and Newell. SOLICITORS, Stamford & Metcalfe, Bradford; Wynne-Baxter & Keeble, for Banks, Newell, & Hammond, Bradford.

[Reported by P. M. FRASCKE, Esq., Barrister-at-Law.]

Law Societies.

Nottingham Incorporated Law Society.

The following are extracts from the report of the council:

Members.—This society now consists of 152 members, being five more than last year. The numbers of members who joined at its formation in 1875 was 57; since that time 43 have died, 30 have resigned, 54 have been taken off the list, and 222 have been elected. There are three associates of the society having the privilege of using the law library.

Legal Education.—The council of the Nottingham University College is desirous of establishing a law school at the college and has sought the co-operation of the law societies of Nottingham, Leicester, Derby, and Lincoln. The University College authorities are prepared to give substantial support to the scheme and it is proposed that a joint representation should be made to the Law Society with a view to obtaining a grant from the funds at the society's disposal for the purpose of legal education. Your council have given cordial support to the proposal. It is hoped that a course of studies will be instituted at the University College in the session beginning next October.

Land Transfer.—The late Government decided early in 1905 not to introduce a Bill to extend to the provinces the compulsory provisions of the Act of 1897. It has therefore been unnecessary to take any active steps with relation to this subject, but at the time of the General Election your council sought to urge upon all the candidates in the city and county the propriety of a searching and independent inquiry into the working of the Act in the county of London before any proposal was made for the extension of the system to the provinces.

The Public Trustee Bill.—Your council devoted considerable time and attention to the Public Trustee Bill and the many necessary amendments which it required. There is not the least doubt that the Bill, if passed in its original form, would have worked great hardship to the public, and although the measure received the support of the Government it did not become law during the last session. Your council are of opinion that although there can be no possible objection to legislation for the purpose of safeguarding trust property, still the extension of officialism to the administration of trusts would lead to great inconvenience and expense to beneficiaries, and they believe perfect security can be attained without the substitution of State officialism for those friendly trustees who do so

much in the discharge of their duties for the well-being of the beneficiaries they represent.

The Late Secretary.—Mr. Arthur Barlow, who for eighteen years occupied the position of secretary of your society, retired from office in January last. The members of the society have, since his retirement, presented to Mr. Barlow an illuminated address together with a gold watch and chain and a silver bowl in recognition of his valuable services.

Worcester and Worcestershire Incorporated Law Society.

The annual meeting of this society was held at the Law Library, Pierpont-street, on the 31st ult.; present: Messrs. W. T. Curtler (president), A. S. Allen (vice-president), T. Southall, W. W. A. Tree, A. W. Knott, J. H. Yonge, R. A. Essex, J. Stallard, F. R. Jeffery, J. L. Wood, N. G. Hyde, F. G. Hyde, G. W. Hobson, A. F. Alcock, F. B. Dingle, J. G. Sheild, T. H. Coombs, S. B. Garrard (hon. treasurer), and W. B. Hulme (hon. secretary).

The annual report of the committee and the honorary treasurer's accounts for the past year were received and adopted, and the following officers were elected for the ensuing year: President, Mr. W. T. Curtler; vice-president, Mr. A. S. Allen; committee, Messrs. T. Southall, F. R. Jeffery, W. W. A. Tree, R. A. Essex, and G. W. Hobson, in addition to the officers of the society; auditors, Messrs. J. H. Yonge and J. L. Wood; hon. treasurer, Mr. S. B. Garrard; and hon. secretary, Mr. W. B. Hulme.

The following are extracts from the report of the committee:

Members.—The present number of members is fifty-four, a decrease of two on the number last year. One new member, namely, Mr. John Gilson Sheild, of Worcester, and three new associates, namely, Mr. Francis John Hemming, Mr. G. F. Adams, the Registrar of the Worcester Probate Registry, and Mr. George Thomas, all of Worcester, have been elected.

Licensing Act, 1904.—Following up the report presented at the last annual meeting in reference to the intention of the committee to take prompt action in case of the passing by quarter sessions of rules curtailing the right of solicitors to audience in licensing matters, a joint deputation from this society and the Birmingham Law Society attended before the County Licensing Committee on the 18th of March, 1905, to urge that a rule, proposed by such committee, to a great extent excluding solicitors from the right of audience previously enjoyed in licensing matters, should be rescinded. The president, Mr. Tree, and Mr. Southall, placed the views of this society before the Licensing Committee. Your committee are glad to report that the obnoxious rule has been rescinded, and one adopted giving all persons entitled to appear before the County Licensing Authority the right to be heard personally or by counsel or solicitor.

Parliamentary Agents' Costs.—Attention is directed to the new House of Commons rules prohibiting Parliamentary agents from dividing with solicitors any moneys received by them in respect of costs in Parliamentary matters.

Public Trustee and Executor Bill.—This Bill, which if it had passed would have tended to divert from solicitors much business carried on by them for and to the satisfaction and advantage of their clients, and to transfer it to public officials, was considered by the committee, and the Members of Parliament for the city and county were asked to support amendments preventing the injury threatened. The Bill was eventually withdrawn.

Clerkship to Worcester Board of Guardians.—Rumours having reached your committee of an alleged intention on the part of the Worcester Board of Guardians to fill up the vacancy in the office of clerk, caused by the resignation of Mr. A. W. Knott, without first advertising for candidates, your committee communicated with the chairman of the board deprecating the alleged intention, and in reply received an intimation that the board intended to advertise for applications. The advertisement appeared in due course, and Mr. John Gilson Sheild was elected to the office.

Statutory Advertisements to Creditors.—During the year an advertisement, by a local auctioneer, asking creditors to send in their claims to him on behalf of an executrix, was brought to the attention of the committee. On inquiry it was ascertained that the advertisement had been prepared by a solicitor. The committee deprecate encouragement being given to auctioneers or others to give these notices.

Advertisements of Money to Lend.—Advertisements of money to lend have from time to time appeared in the papers with the name of a solicitor attached. The committee think that such advertisements are contrary to the usage of the profession in this district, and are in the nature of touting.

Wolverhampton Law Society.

The annual general meeting of this society was held on the 30th ult. at the Law Library, Lich Gates. There were present Mr. T. G. Greenall, retiring vice-president (in the chair), Messrs. G. Baker, E. T. Cresswell, A. N. Brevitt, J. Darby, A. Skardon-Wearing, H. N. Flewker, C. L. Adams, C. N. Wright, R. Tildesley, C. Byron (hon. secretary), and others.

The report of the council and treasurer's accounts for the year 1905 were read and passed.

The following officers were elected for the ensuing year: President, Mr. G. Baker; vice-president, Mr. S. R. Taylor; hon. treasurer, Mr. T. F. Waterhouse; hon. auditors, Messrs. S. W. Page and G. M. Martin; hon. secretary, Mr. C. Byron. Messrs. J. F. Brewer, T. G. Greenall, J. Darby, H. Taylor, H. D. Stratton, and A. N. Brevitt were elected to fill vacancies on the council.

The annual dinner is fixed for Thursday, the 8th of February, when the society hope to welcome his Honour Judge P. Howard-Smith, Mr. N. C. A. Neville, stipendiary magistrate, and others.

United Law Society.

Feb. 5.—Mr. J. W. W. Weigall in the chair.—Mr. Gilbert West, solicitor, and Mr. L. C. Bullock were elected members of the society. A point of law was propounded by Mr. F. H. Dalston and subsequently referred to the decision of the chairman. Mr. F. H. Dalston then moved, and Mr. S. C. Pevor opposed, the following resolution: "That the decision of Mr. Justice Buckley in *Behrens v. Richards* (1905, 2 Ch. 614) (Injunction—Trespass—Right of way—Landowner uninjured—Discretion to refuse injunction) was wrong." After a long debate the motion was lost by four votes to eight.

Law Students' Journal.

The Law Society.

INTERMEDIATE EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on the 17th and 18th of January, 1906:

FIRST CLASS.

Baines, Gilbert
Carr, Arthur
Elmore, William George
Henley, Herbert George
Hewlett, Claud, M.A. (Oxon.)
Lyles, William
Pyke, Harold Reason
Worsnup, James Percy

PASSED.

Alexander, Aubrey
Barnicot, Harry, B.A. (Camb.)
Blackwood, John Kenneth
Blyth, Samuel Francis Peter, B.A. (Camb.)
Bodilly, Hugh Ley
Bolingbroke, Herbert Thomas
Burch, Vernon Geach
Clapham, Norman Greenwood
Cooper, Percy
Davies, Philip Theodore
Fieldhouse, George
Fuller, John Davenant
Gilks, Humphrey Livingston
Glynn, Dashper Henry, B.A. (Camb.)

Hatt-Cook, George, B.A. (Camb.)
Hill, Charles Victor
Hodges, Reginald Arthur
Howarth, Robert Henry
Kevill, John Bertram
Kidd, Francis Henry
Kilner, Frank Maitland
Knight, John Henry
Lickfold, Edward Percy
Maw, William George Canney
Mellor, Philip Seddon, B.A. (Camb.)
Mellows, Hugh Geikie
Owen, Ernest Haddon
Richards, Arthur Pierre, B.A. (Oxon.)
Romain, Arton Anidjar
Stevens, Edward Robert
Tasker, Geoffrey Nowill
Taylor, Alfred William
Thomas, David Morgan
Todd, Stanley Mitcalfe
Ward, Octavius Whittard, B.A. (Camb.)
Whitmore, John Beach, B.A. (Oxon.)
Wilson, Gilbert Moore

FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on the 15th and 16th of January, 1906:

Agate, Sydney Evershed
Alexander, Cyril Wilson, B.A., LL.B. (Camb.)
Allward, Frank Leonard
Appleton, Henry Allan
Argent, Herbert Thompson
Austin, William Albert
Bache, Francis Eric Leonard
Ball, John Raymond Morton
Bancroft, John Arthur
Barrell, William John, LL.B. (Liverpool)
Bazett, Frank Doveton
Beverley, Frank, LL.B. (Lond.)
Bolder, Arthur, B.A. (Camb.)
Brettell, Norman Scott
Buckley, Thomas Ashworth
Campbell, George Leslie
Campbell, George Rupert Allaway
Carey, Alexander Sydney
Carthew, George Leopold
Cateaux, Harold Armand
Chamberlain, Henry Seymour
Chamberlain, Walter John
Chapman, John Barnett
Clark, Walter Herbert
Cooke, Herbert Edgar, B.A. (Oxon.)
Cooper, William Burton, LL.B. (Lond.)
Cox, Reginald Harry
Crawshaw, Bertram Philip
Cribbin, Charles
Dalton, Witton Kenworthy
Davies, Origen
Davies, William Alford Noël
Davis, Charles Augustus
Day, William Ingram Leeson
Dickson, Richard Cecil
Dobson, Reginald Crawshaw

Donne, George Francis
Evans, Arthur John
Faulder, Henry Siddons
Flawn, Neville George, B.A. (Camb.)
Forster, Thomas Alfred Bertram
Fortescue, Albert Edward Muspratt
Fraser, Edward, LL.B. (Vict.)
Freeman, George Herbert
Fuller, Alfred Walter Francis
Gibbs, John Errington
Gillespie, Frederick William
Gould, Henry Coningsby
Green, Albert Robert
Griffith, Charles Fox
Gwynn, Humphrey Norman, B.A. (Oxon.)
Hall, Frederick Edward Ernest John
Hargreaves, Robert, B.A. (Camb.)
Harker, John
Harris, Daniel Gibson
Harrison, Frederic Charles
Harrowell, Herbert Edward
Hill, Edward Harold
Hislop, Cuthbert Hall, LL.B. (Lond.)
Hodgson, William Wetherell
Hooper, Thomas Beverley
Hopkins, John Harold
Houstoun, Malcolm Douglas
Howell, William Thomas
Howells, Harry Haywood
Jenkins, John Henry
Johnson, Ernest Stapley Heming, B.A. (Camb.)
Johnson, Leslie Walter
Johnstone, John Wilkie
Kappel, Charles John Hermann
Kenward, Bertie Trayton

Kershaw, Harold Slaney
King, Guy Standish
King, Laurence
Lacy, Cyril Dunman
Lambert, Dudley Davies
Latimer, Walter
Leach, Charles Ernest
Leathart, Anthony Hedley, B.A. (Oxon.)
Levey, Lewis, B.A. (Camb.)
Limmer, Charles William
Lindsell, Arthur James Gurney, B.A. (Camb.)
Linley, Herbert
Linnell, William Howes
Lister, James Victor
McCloughlin, Bertram Gordon
Marris, Harold Colquhoun
Marshall, Alfred Turner, B.A. (Camb.)
May, Walter Gladstone
Milton, Charles Barton
Moodie, Percy Alfred
Moss, Harold Moreton
Nalder, Gerald Frederick
Naab, Ernest
Nicholls, Frederick Henry Edmund
Okell, George Harold
Oldfield, John Anthony Thomas, B.A. (Oxon.)
Pedley, George Laurence
Perham, Herbert Thomas
Peters, John Capel
Powell, Sydney Pryce
Price, Arthur Rees
Prior, Charles Bolingbroke Leathes
Pruen, Arthur Sidney Fitzgerald

Pullman, Arthur Henry, B.A. (Camb.)
Rawlinson, Francis Joseph
Reece, Edward Turberville Bernard
Rew, Henry, B.A. (Oxon.)
Ricketts, Henry James
Robin, Gilbert Selwyn, B.A. (Camb.)
Rothwell, James Herbert
Rutledge, Frederick James
Saffell, Robert Towers
Saunders, Frederick James
Scholefield, William
Sparrow, Cyril Wellesley
Stephens, Gilbert Henry
Storey, Mark
Strick, Edward Talfourd
Symons, Albert Henry
Taylor, Wilfrid
Tennant, Ernest Theodore
Thomas, William Gough
Thornley, Hubert Gordon
Trappes-Lomax, Edmund Neville, M.A. (Oxon.)
Vaughan, Reginald
Wakeman, Maurice Reginald, M.A. (Oxon.)
Walsh, James O'Brien Tufton
Walters, Morgan Isaac
Ward-Jones, William Arthur, M.A. (Oxon.)
Watson, James B.A. (Oxon.)
Way, William Bernard
Wedd, Richard, M.A. (Oxon.)
Weston, Harry Clifford
White, Frederick Jotcham
Wilkins, Stanley Edward
Williams, Richard Bennett
Wix, Ernest Henry, B.A. (Oxon.)

Law Students' Societies.

LAW STUDENTS' DEBATING SOCIETY.—Feb. 6.—Chairman, Mr. J. E. C. Adams.—The subject for debate was: "That the House views with disapproval the return of a large body of Labour Members to Parliament." Mr. Blagden opened in the affirmative; Mr. Croom Johnston opened in the negative. The following members also spoke: Messrs. Pleadwell, Rhodes, Clayton-Greene, Birch, Singleton, Henderson, Knowles, Harston. The mover replied. The motion was carried by seven votes.

Gray's Inn.

The Arden Scholarship (1906) has been awarded to George Malcolm Hilbery, a student of this society.

Obituary.

Mr. J. G. Witt, K.C.

Mr. John George Witt, K.C., died very suddenly on Wednesday morning in an omnibus while on his way to the courts. He left his town house in Conduit-street apparently in his usual health, but when opposite the Gaiety Theatre the conductor noticed that Mr. Witt began to sway forward, and as he was in imminent danger of collapsing on the floor, the man ran forward and placed him at full length on the seat. Then he instructed the driver to proceed at full speed to King's College Hospital. On arriving there, the doctors were able to certify at once that Mr. Witt was dead. He was educated at Eton and King's College, Cambridge, of which he was subsequently a fellow. He was called to the bar in 1864, and joined the South-Eastern Circuit. He obtained a considerable practice, and in 1892 was made a Queen's Counsel. Mr. Witt was for many years common law editor of the *Law Journal Reports*. His practice had largely to do with horses and sport, to which he was greatly attached. He had a great fund of anecdotes, almost exclusively legal or sporting. After the luncheon interval on Wednesday Lord Justice Vaughan Williams, addressing the bar, said that when they adjourned the part-heard appeal that morning of *Clelland v. Ras* the court did not know that Mr. Witt, K.C., no longer lived. He was quite sure that every one at the bar who knew him and every member of the South-Eastern Circuit would always think of him as a good friend and a man who in every department of life, and particularly in his career as a barrister, was always perfectly straight and perfectly to be trusted. He would be remembered as a good friend by all of them.

The news of the condition of Lord Justice Mathew during the past week has not been satisfactory, but on Wednesday he was stated to be somewhat better.

It is stated that the York Town Council has unanimously decided to ask Mr. J. G. Butcher, K.C., who represented the city in Parliament from 1892 till the dissolution, to accept the freedom of the city.

Legal News.

Information Required.

Mrs. JANE CONSTANCE HAHN, deceased, of 55, Montpelier-road, Brighton, formerly of 49, York-terrace, Regent's Park, N.W.; 7, Windsor-mansions, Northumberland-street, W.; St. George's Villa, Richmond, Surrey; and Carlisle-mansions, Brunswick-place, Hove.—Any person having any knowledge of the affairs, or possessing any property or papers belonging to the deceased lady is requested to communicate with the undersigned as solicitors for Frederick John Alexander Hahn, Esq., the administrator with the will annexed of the estate of the deceased. Dated 6th February, 1906. Johnsons, Long, & Co., 9, New-square, Lincoln's-inn, London, W.C.

General.

According to a paragraph which appears in the daily papers, as a result of taxation, a lawyer's bill presented to the Thames Conservancy was reduced by £12 19s. 2d. The costs and fees in respect to the taxation, however, amounted to £49 12s.

A Texas correspondent of an American legal journal sends the following advertisement, which he says appeared in a Fort Worth newspaper recently: "Law Books for sale—2,000 volumes latest text-books and reports for sale or exchange for sows. These books are A1 authority in all states and countries except Texas, and good for waste paper in Texas."

Sir John Day, who will be eighty years of age on the 20th of June next, has, says the *Daily Mail*, recently purchased a house at Newbury, where he is building a picture gallery. During the time Sir John was one of the judges of the High Court—a period of nearly twenty years—he never missed one day's work either in London or on circuit on account of illness. He is now adding to his valuable collection of pictures and making further purchases for his library.

A lawyer was, says the *Central Law Journal*, trying a case before a jury, being counsel for the prisoner, a man charged with making mountain dew. The judge was very hard on him, and the jury brought in a verdict of guilty. The lawyer moved for a new trial. The judge denied his motion, and remarked: "The court and the jury think the prisoner a knave and a fool." After a moment's silence the lawyer answered: "The prisoner wished me to say he is perfectly satisfied—he has been tried by a court and a jury of his peers."

Somebody, says the *Globe*, ought to publish a new dictionary of the English language for the use of juries. Following immediately upon the case of the lady who acted but was not an actress, we have that of another lady who took down letters from dictation but was said not to be an amanuensis. Fortunately, in the latter case, the judge, seeing brain fever in the near future if this sort of thing were allowed to go on, found that the lady was an amanuensis. We shall be hearing soon of the cricketer who was not a reporter or the judge who was not a comedian.

The Judicial Committee of the Privy Council resumed their sittings last week after the vacation. Their list of business, says the *Times*, includes fourteen appeals—namely, from Oudh, three; Bengal, two; and from Lower Burma, Allahabad, Bombay, Australia, Queensland, Turk's and Caicos Islands, New South Wales, Canada, and the East Africa Protectorate, one each. There is also a petition for the prolongation of a patent to be heard. Ten judgments in appeals argued before the vacation are set down for delivery.

Judges have repeatedly, says a writer in the *Globe*, been moved to protest against the waste of judicial time on circuit. A jurymen at the recent assizes at Bodmin has followed their example. Four dozen jurors, he states, were summoned from different parts of the county to try two prisoners. "A wretched, thin little specimen of humanity is brought up from the cell below the dock, pleads guilty, and is sent to penal servitude. The next case takes longer, as counsel and witnesses have to be heard; but it results in the discharge of the accused. And those two cases were all the business of the day." This indignant juror expresses the hope that the new Government will be bold enough to propose a drastic measure of reform. He must be very sanguine who believes that this hope will be fulfilled. Some thirteen years ago the judges proposed a number of important changes in the circuit system. Every grand jury at the succeeding assizes protested strongly against the proposals, and the Government, though quite favourable to them, refrained from supporting the judges.

A test case, brought at the instance of the Inland Revenue Department, regarding the licences required for the sale of beer, says the *Times*, heard at the Market Harborough Petty Sessions on the 31st ult. The Northampton Brewery Co. were charged with selling beer by retail without having a licence in force authorizing them so to do at Market Harborough. Mr. Price, an officer of the Inland Revenue at Market Harborough, received a price-list referring to the sale of beer and stout in bottles by the defendant company at Northampton. The list had a stamp across it of "Local office, 18, The Square, Market Harborough." In consequence of that Mr. Price went to the office and paid 1s. 9d. for some bottled stout, which was delivered from the railway station at Market Harborough a few days later. The contention of the prosecution was that the defendant company were liable to a penalty of £20 for selling and also a penalty for taking orders without having a proper licence. The company had a proper retail licence at Northampton, but that did not cover any act of selling or taking orders at Market Harborough. The bench held that Mr. Baker, who effected the

sale for the company, was not at the time acting in the capacity of a traveller, and, further, that the contract was completed at Market Harborough, and not sent on to Northampton. This being a test case and the first of its kind, they fined the company £5, including costs. A case for a higher court was granted.

At the Manchester Assizes, on the 1st inst., David Bowen Evans, solicitor, pleaded "Guilty" to three charges of forgery. The circumstances of the case, as narrated by the *Times* reporter, were very painful. The prisoner had risen from humble circumstances by his own exertions. His father was a railway porter in Wales, and was killed when the prisoner was quite a child. The prisoner was educated at a Board school and afterwards at a boys' college where he had previously cleaned the knives. At sixteen he became clerk in a solicitor's office, and at twenty-one was articled. He had to borrow £160 to pay for his articles and £150 more to be admitted. He opened offices in Manchester and Radcliffe in 1902, and then a hard struggle began. He had the expenses of his business to meet and was hampered by the illness of his wife and child, his mother, and invalid brother. In 1902 it was necessary for him to find £300, and he had recourse to forgery. He forged a conveyance of some shops, the property of a client, and a mortgage of the shops, to obtain an advance. In September, 1904, being again pressed, he repeated the operation, and in May, 1905, he forged a conveyance of some property in Eckersall-street, Clayton, Manchester. Inquiries were made, and it was found that the property did not belong to the persons purporting to convey it, and the prisoner was arrested. He was sentenced to three years' penal servitude.

The millennium must be at hand, says the *Evening Standard*. The new Parliament is to sweep away all the abuses and anomalies by which our legislative system is marred. It is to go so far towards perfection, if all hopes be realized, as to frame its Acts in language which cannot, or at any rate need not, be misinterpreted. This is a very large proposal. To ask a Bill draftsman to put the will of Parliament into plain English seems as daring a proposition as was that contained in the round robin which desired an English epitaph for Goldsmith. When the Musical Copyright Act of 1902 came before the King's Bench a couple of years ago, the judges mildly suggested that the gentlemen who drafted Acts of this nature should really have some elementary knowledge of the criminal law. At the Westminster police-court, where Mr. Shiel complained of a badly-worded Act, he was informed that it had been amended in committee. "That means that an alteration was written on the top of a hat in a corridor," said somebody who probably knew. The matter is not so simple as it may at first sight appear. Sir Henry Fowler, recognizing that the hasty adoption of badly-drawn amendments is mainly responsible for the confusion of meaning by which so many statutes are marred, once made what seemed a sound proposal. It was that all important Bills affecting the general law should, after they have passed through committee, be referred back to the Parliamentary counsel for their report as to the wording of such Bills, and that an opportunity should be afforded of amending any errors, any confusion of meaning, or any conflict with the existing law, to which the attention of Parliament would thus be drawn. That process might be effective if members of Parliament were all minded to pass Bills. But so long as the raising of a man's hat and his saying "I object" can defer the consideration of a Bill, we need not expect our rulers to multiply opportunities for the blocker to triumph.

Lord Justice Moulton was the guest at a dinner of the London Chamber of Commerce given on Wednesday to commemorate the passing of the Trade-Marks Act, 1905. Mr. J. Evans-Jackson, chairman of the Trade-Marks, Patents, and Design Section of the Chamber, presided. The chairman, in proposing the toast of "Our Guest," said, according to the *Times*, that they might congratulate themselves on the consummation of their hopes and desires in trade-mark reform. He drew attention to the rules which had been issued that morning under the authority of the Act which had been passed. It was an excellent Act, and he had been in hopes that the rules would also be excellent, and that the ridiculous foolery which had been going on for many years would be dispensed with. He had only spent a few minutes looking at the rules, and he was certain that the commercial community of this country would reject those which related to fees. The fees were raised enormously, and were absurdly graded. If they wished to register their photograph as a trade-mark the fee was 5s., whereas if they desired to register a facsimile of their signature the fee was £5. He asked why they should pay £5 for a signature and only 5s. for a face. These rules had to be passed in a few weeks, and the sooner the commercial community knew the kind of thing that was being put forward by the officials the sooner they would be ready to knock those absurd things out of the rules. Lord Justice Moulton, in reply, said he thought they would find that the Trade-Marks Act was satisfactory. He considered that it was satisfactory, in the first place, because it came from the mercantile community, and was not imposed upon them; it was the satisfaction of a need which they felt and expressed. It was also a cause for satisfaction that the commercial community, having expressed their wishes, should have left them to lawyers to formulate. The third reason for satisfaction was that the Act for the first time realized that certain things in commercial legislation should be fixed and beyond change in order that commercial habits might form themselves around them, and that other things should be flexible in order to be changeable with the increase of experience and the change of the needs of the community from time to time. For the first time the Bill had been framed on the principle of carefully distinguishing that which was permanent from that which should be readily changed. He was sure that such things as the chairman had alluded to and such impediments as the radical wickedness of all officials would be recognized and altered. The Bill ought to be the precursor of many other Bills adapted to satisfy the needs of the mercantile community.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice KERRICH.	Mr. Justice FARWELL.
Monday, Feb.	12 Mr. Carrington	Mr. King	Mr. R. Leach	Mr. Pemberton
Tuesday	13 Real Farmer	Godfrey	Godfrey	Jackson
Wednesday	14 Jackson	King	R. Leach	Pemberton
Thursday	15 Pemberton	Farmer	Godfrey	Jackson
Friday	16 Godfrey	King	R. Leach	Pemberton
Saturday	17 R. Leach	Farmer	Godfrey	Jackson

Date.	Mr. Justice BUCKLEY.	Mr. Justice JOYCE.	Mr. Justice SWINFEY EADY.	Mr. Justice WARRINGTON.
Monday, Feb.	12 Mr. Groswell	Mr. Real	Mr. W. Leach	Mr. Church
Tuesday	13 Church	Carrington	Theod	Groswell
Wednesday	14 Groswell	Real	W. Leach	Theod
Thursday	15 Church	Carrington	Theod	W. Leach
Friday	16 Groswell	Real	W. Leach	Farmer
Saturday	17 Church	Carrington	Theod	King

The Croydon Gas Co. announce that the Ordinary Stock of the company offered for sale by auction on the 1st of February was sold at prices ranging from £230 10s. to £237 per £100 of the Stock.

FIXED INCOMES.—Houses and Residential Flats can now be Furnished on a new System of Deferred Payments especially adapted for those with fixed incomes who do not wish to disturb investments. Selection from the largest stock in the World. Everything legibly marked in plain figures. Maple & Co. (Limited), Tottenham Court-road, London, W.—[ADVT.]

The Property Mart.

Sales of the Ensuing Week.

Feb. 15.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:—

REVERSIONS:

- To £2,941 2s. 4d.; gentleman aged 69 and a lady aged 62. Solicitor, G. H. Steinberg, Esq., London.
 - To a Trust Fund of £2,900; gentleman aged 56 and a lady aged 52. Solicitor, David Davis, Esq., London.
 - To One-third of a Trust Fund of £1,375, also Freehold and Copyhold Property, in possession, at Saxted, Suffolk; lady aged 57. Solicitor, G. M. Light, Esq., London.
 - To One-sixth of £7,594 Consols, with Policy; lady aged 77, directed a gentleman aged 41 survive. Solicitors, Messrs. Vaughan & Buss, London.
- POLICIES** for £5,000, £5,000, £2,700, £225.
- DEBENTURE STOCK:** Thomas Phillips & Co. (Limited), Brewers, &c.—£125 4s per Cent. First Mortgage Debenture Stock. Solicitors, Messrs. W. H. Martin & Co., London.
- (See advertisements, this week, back page.)

Winding-up Notices.

London Gazette.—FRIDAY, Feb. 2.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

- BUILDERS BANK, LIMITED**—Petn for winding up, presented Feb 1, directed to be heard Feb 13. Lawson & Lawson, Finsbury circus, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 12.
- CRYSTALINE CO., LIMITED** (IN LIQUIDATION)—Creditors are required, on or before Feb 23, to send in their names and addresses, and the particulars of their debts or claims, to Thomas Henry Gough, 367, Castle st, Dudley. Harwards & Evers, Stourbridge, solors for liquidator.
- RYDS MOTORS LIMITED**—Petn for winding up, presented Jan 29, directed to be heard at the Town Hall, Brentford, Feb 16, at 10. Naunton & Son, Oxford st, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 9.
- SELECTED GOLD MINES OF AUSTRALIA, LIMITED**—Petn for winding up, presented Jan 30, directed to be heard Feb 13. Carter & Bell, Idol ln, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 12.
- SIMONSON'S, LIMITED**—Petn for winding up, presented Jan 26, directed to be heard Feb 13. Godden & Co, Old Jewry, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 12.
- THOMAS BALT & CO, LIMITED**—Petn for winding up, presented Jan 16, was adjourned, and will be heard on Feb 13. Parker & Co, Cornhill, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 12.
- WALLACE & DAVIES, LIMITED**—Creditors are required, on or before Feb 28, to send their names and addresses, and the particulars of their debts or claims, to W. R. Miller, 21, North John st, Liverpool. Lamb & Co, Liverpool, solors for liquidator.
- YORKSHIRE WOOL COMBERS ASSOCIATION, LIMITED**—Petn for winding up, presented Jan 30, directed to be heard Feb 13. Syper & Sons, London wall, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 12.

UNLIMITED IN CHANCERY.

FIRST "RICHMOND" BUILDING SOCIETY, BLACKBURN—Creditors are required, on or before Feb 26, to send their names and addresses, and the particulars of their debts or claims, to Flatts, Blackburn, solors for society.

London Gazette.—TUESDAY, Feb. 6.
JOINT STOCK COMPANIES.
LIMITED IN CHANCERY.

- AURELIA SYNDICATE, LIMITED**—Creditors are required, on or before March 31, to send their names and addresses, and the particulars of their debts or claims, to W. L. W. Bird, 70, Bishopsgate st Within.
- BRADBURY BROS., LIMITED** (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before March 4, to send particulars of their debts or claims to F. C. Lamprell, 82, Avenueale rd, Croydon.

H. W. GOULD, LIMITED—Petn for winding up, presented Jan 24, directed to be heard at the Shire Hall, Taunton, Feb 20, at 11. Blackford, Minehead, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 19.

MECHANICAL STREET CLEANERS SYNDICATE, LIMITED—Petn for winding up, presented Feb 5, directed to be heard Feb 20. Turner & Mann, Lincoln's inn fields, solors for petners. Notice of appearing must reach the above-named not later than six o'clock in the afternoon of Feb 19.

MEDICAL TIMES CO., LIMITED—Creditors are required, on or before March 20, to send their names and addresses, and the particulars of their debts or claims, to Harry Rendall Gothard, 110, Cannon st.

SAILING SHIP "LORD ROSEBERRY" CO., LIMITED—Creditors are required, on or before Feb 20, to send their names and addresses, and the particulars of their debts or claims, to John Herton, 18, Tower bldgs, Water st, Liverpool.

SAILING SHIP "PRINCESS HILL" CO., LIMITED—Creditors are required, on or before March 22, to send their names and addresses, and the particulars of their debts or claims, to William Price, 17, Tower bldgs North, Water st, Liverpool Lightbond & Co, Liverpool, solors for liquidator.

VAN VEEN & CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before March 24, to send their names and addresses, and the particulars of their claims, to William Henry Platts, 1, Oxford row, Leeds.

WESTWOOD TYRE AND RUB CO, LIMITED—Petn for winding up, presented to Feb 1, directed to be heard at the Court house, Corporation st, Birmingham, on Feb 15, at 10.30. Ryland & Co, 7, Cannon st, Birmingham, solors, for Asprey, Lincoln's inn fields, solors for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Feb 14.

WOODROFF & PERKINS, LIMITED, Agricultural Engineers, Lichfield—Creditors are required, on or before Feb 16, to send their names and addresses, and the particulars of their debts or claims, to J. Ernest Pritchard.

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Jan. 19.

FROST, WILLIAM, Teddington, Middlesex, Baker Feb 17 Frost v Frost, Swinson Eady, J Sheppard, Gresham st.

HALLOWES, Lieut-Colonel JOHN, Winchester Feb 15 Hallowes v Hallowes, Joyce, J Hallowes & Co, Bedford row.

London Gazette.—TUESDAY, Jan. 23.

MORRISON, MARY ANN, Bournemouth Feb 19 Morrison v Morrison, Farwell, J Crossman, Theobald's rd, Gray's inn.

London Gazette.—TUESDAY, Jan. 30.

BOYCE, WILLIAM THOMAS, Upper Kennington ln, Carman Feb 26 Wilson v Boyce, Farwell, J Wilson, Victoria st.

London Gazette.—FRIDAY, Feb. 2.

COSHAM, THOMAS, Kelham, Nottingham March 21 Mather & Co v Cosham, Kekewich, J Hodgkinson, Newark.

MILLIKEN, ERNEST, Pilgrim House, Brentwood, Essex March 13 Wrightson v Milliken, Farwell, J Kahn, 53, Gresham House, Old Broad st.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Jan. 26.

ANTHONY, JOHN NICHOLAS, Sedgeford, Norfolk, Farmer Feb 6 Soppings & Wilkin, King's Lynn.

ATKINSON, JOHN WILSON, Knight's Park, Kingston upon Thames Feb 23 Kitsons & Co, Torquay.

BAILEY, LILLIAN, Birmingham Feb 28 Beale & Co, Birmingham.

BEAN, EDWIN, Huddersfield March 9 W A & G A Brown, Acton.

BILES, WILLIAM, Elliott rd, Bristol, Farmer Feb 23 Kingsbury & Turner, Beixton rd.

BURROWS, CHARLOTTE, Ashford, Kent March 1 Kingsford & Co, Ashford.

CAPP, JOSEPH, Crystal Palace rd, East Dulwich, Licensed Victualler Feb 26 Baker & Co, Birmingham.

CAZENOVE, REGINALD FREDERICK, Ascot Feb 17 Doudney, Arundel st, Strand.

EADON, GERTRUDE, Carlton, nr Selby, Yorks Feb 28 Woddall & Elliott, Leeds.

ELLIS, JOHN, Runcorn, Chester March 31 Harrison & Burton, Liverpool.

EVERS, ANN, Boscombe, Hants Feb 28 Collyer-Bristow & Co, Bedford row.

FAWCETT, SAMUEL, Bradford Feb 10 Banks & Co, Bradford.

HARRIS, JANE, Toxteth Park, Liverpool Feb 19 Smith & Son, Liverpool.

HERRON, THOMAS OLIVER, Gt Yarmouth March 10 Nicholson & Crouche, Surrey st, Strand.

HOPKINS, ERNEST WALTER, Park rd, Twickenham, Licensed Victualler Feb 26 Syrett & Sons, Finsbury pynt.

JACK, JAMES, Peterborough Feb 28 Ingram & Co, Leicester.

KERRY, ALFRED, Shoreditch, India Rubber Merchant March 10 Munns & Longden, Old Jewry.

KITTO, ETTIE FREDERICA OSBORNE, Aberystwyth March 1 Davies, Aberystwyth.

LAMACRAFT, WILLIAM JAMES, Heavitree, Devon Feb 28 Friend & Tarbet, Exeter.

LIEMMAN, JULIAN CHAMBERLIN, Brookwood, Surrey March 7 Laytons, Budge row.

LITTMAN, MAX EDWIN, Upper Park rd, Brompton March 1 Chester & Co, Bedford row.

MASON, FRANCIS WILLIAM, York, Licentiate in Medicine March 1 Holby & Procter, York.

PALMER, ISABELLA, Eys, Suffolk Feb 28 Hill, Norwich.

PRESTON, JOSEPH DICKSON, Glendayton st, Putney March 8 Fawcett, Finsbury pynt.

RATTRA, ADELAIDE, Cheltenham Feb 28 Friend & Tarbet, Exeter.

ROSE, ELIZABETH, Smith st, Chelsea March 31 Maple & Co, Fredericks pl, Old Jewry.

ROYAL, JAMES JOHN, Gt Yarmouth March 13 Diver & Preston, Gt Yarmouth.

RUDDLESDEN, JOSEPH, Springfield, Dewsbury March 7 Gledhill, Dewsbury.

SHARPE, JANE, Rainham, Essex Feb 28 Irvine & Co, Crutched Friars, Mark ln.

STAINES, LOUISA FRANCES, Ipswich March 1 Aldridge & Co, Bedford row.

VALLANCE, JOHN McDONALD, Wheatly Hill, Durham, Medical Practitioner Feb 14 Harrison & Son, West Hartlepool.

VEAL, JAMES MINIBULL, Buxton, Derby, Silk Merchant March 10 Scholfield & Taylor, Manchester.

WAGNET, ALFRED THOMAS, Bootle, Lancs Feb 9 Priest & Sons, Liverpool.

WEST, THOMAS, St Helens, Lancs March 21 Brewis & Sons, St Helens.

WILLIAMS, THOMAS, Bangor, Carnarvon, Painter March 1 Jones, Bangor.

WINTOUR, CHARLES FORTH, Cheltenham Feb 15 Wood, Cheltenham.

WINTOUR, CHARLOTTE, Cheltenham Feb 15 Wood, Cheltenham.

London Gazette.—TUESDAY, Jan. 26.

BADCOCK, ROBERT, Holsworthy, Devon March 1 Gurvey & Foster-Malliar, Stratton.

BANFORTH, MARTHA, Preston, Domestic Servant March 1 Maynard, Preston.

BANKS, ELIZABETH, Fairfield, Liverpool Feb 26 Finch & Co, Preston.

BARKER, HARRY THOMAS, Banstead, Surrey, Butcher March 7 Brooks & Heller, Upper Thames st.

BLISSITT, MARY ANN, Hallow, Worcester Feb 21 Garrod, Ledbury.

BOSCAWEN, FREDERICK NOEL, Liverpool March 24 Fisher & Jennings, Gray's inn sq
BRIGGS, GEORGE, Bradford Feb 8 Hesp, Bradford
BOOKER, HENRY THOMAS, Croydun, Licensed Victualler March 3 Edridge & Newham,
Croydon
CANNON, WILLIAM GEORGE, London rd, Southwark, Gas Engineer March 3 Woodbridge
& Sons, Serjeants' inn, Fleet st
CHARTERIS, CHARLES FREDERICK, Southport, Lancs Feb 26 Stamford & Metcalfe,
Bradford
CRUMP, WILLIAM ALEXANDER, Lendenhall st March 14 Crump & Sons, Lendenhall st
CUNLIFFE, EDWARD, Hove, Sussex March 19 Griffith & Co, Brighton
DALLISON, JOSEPH, Nottingham, Licensed Victualler Feb 21 Barlow, Nottingham
DENMAN, ALFRED JOHN, Crosby row, Southwark, Tin Plate Worker March 1 Hicklin &
Co, Trinity sq, Southwark
ELLIOTT, DANIEL RUSSELL, Hamilton rd, Ealing March 1 Saxton & Morgan, Somerset
st, Portman sq
ELWORTHY, HERBERT SAMUEL, St Albans, Chemical Engineer Feb 28 Robinson, St
Albans
FOSTER, MARY ANN, Bradford Feb 27 Atkinson, Bradford
GIMSDALE, WILLIAM HERBERT, Uxbridge March 1 Gardiner & Son, Uxbridge
HARRIS, ELIZABETH, Great Hartwood, Lancs Feb 24 Read & Eastwood, Blackburn
HOLLAND, JOHN, Monkleigh, Torrington, Devon Feb 28 Burroughs & Son, Bristol
HORN, EDGAR HENRY, Surrey Feb 28 Horne, Stone bldgs Lincoln's inn
LIVING, SIR JOHN HENRY BODDINS, Stratton st, Piccadilly Feb 28 Lewis & Lewis, Ely pl,
Holborn
KNIGHT, SARAH MARGARET, Brighton March 1 Hicklin & Co, Trinity sq, Southwark
LEA, ELEANOR, Walton, Liverpool March 14 H C & A S Reynolds, Liverpool
LEE, SAMUEL GOODMAN, Torquay March 1 Lee, Brixham, Devon
LEES, THOMAS HENRY, Seaford, Lancs March 14 Bodway & Co, Liverpool

LEMON, MARIA, Bosham, Sussex Feb 20 Raper & Co, Chichester
MAGNIAC, LADY ELEANOR, Baul man, Baul st March 7 Brooks & Heller, Upper
Thames st
MOEDER, HARRIETT, Kistree, Herts March 1 Dod & Co, Berners st
PARKER, ANN, Tunstead Milton, Chapel en le Frith, Derby, Innskeeper March 1 Bennett
& Co, Chapel en le Frith, nr Stockport
PENDER, CHARLES, Chestham, Manchester, Skip Maker Feb 28 Field & Cunningham,
Manchester
POTTER, PHILADELPHIA, Dudley, Worcester Feb 19 Johnson & Marshall, Dudley
REVELL, THOMAS, Wadley Bridge, Kilsfield, Yorks March 25 Alderson & Co, Sheffield
RICHARDS, WILLIAM SHOTLAND, Damascus, Syria March 14 Collinson & Co, Bedford row
ROBERTS, MARY, Small Heath, Birmingham Feb 15 Williams, Birmingham
ROWELL, EDWARD, Kemphow Shop, Westmorland Feb 27 Little & Lamsonby, Fenchurch
Salmon, Elizabeth, Marston Magna, Somerset Feb 15 Maxwell & Lampney, Bishopsgate
st Within
SMITH, FREDERICK MACBELL, Cranley mansion, Gloucester rd March 25 Greene & Greene,
Bury St Edmunds
STANTFIELD, FIELD, Somers pl, Hyde Park March 1 Gasquet & Co, Mining in
STEVENS, BRYAN WILLIAM, Edgbaston, Birmingham, Factor March 1 Smiles & Co, Bel-
ford row
STRACHY, WILLIAM, Elm, Somerset March 10 Frere & Co, Lincoln's inn fields
TIBBS, SUSANNAH, Romford March 14 Sweetland & Greenhill, Cullum st, Fenchurch st
TRATHAM, WILLIAM ALFRED, Pill, Somerset, Accountant March 8 Benson & Co, Bristol
TYACKER, REV JOSEPH SIDNEY, Helston, Cornwall March 1 Tyacke, Helston, Cornwall
WARD, BERTY, Northfield, Worcester, Farmer March 13 Trelton & Butlin, Birmingham
WOODWARD, Enoch, Tredgar, Butcher March 6 Dauncy, Tredgar
WUELING, FRANK CARL, Bassborough st, Pimlico March 5 Crusemann & Rouse,
Gracechurch st

Bankruptcy Notices.

London Gazette.—FRIDAY, Feb. 2.

RECEIVING ORDERS.

ALDRIDGE, C P, Summersdale, Chichester Brighton Pet Dec 11 Off Jan 30
ANDERSON, WALKER, Drighlington, Yorks, Coal Merchant Bradford Pet Jan 29 Off Jan 29
ARSTON, WILLIAM, Chapel en le Frith, Derby, Manufacturer Stockport Pet Jan 15 Off Jan 31
BELL, PETER, Bolton, Lancs, Butcher Bolton Pet Jan 29 Off Jan 29
BICKERSTAFFE, HANNAH, Blackpool, Laundry Proprietress Preston Pet Jan 31 Off Jan 31
BOTTOMLEY, HENRY, Trowbridge, Wilts, Newspaper Proprietor Bath Pet Jan 31 Off Jan 31
BOULD, ARTHUR, Moseley Village, nr Wolverhampton, Grocer Wolverhampton Pet Jan 29 Off Jan 29
BRIDGEMAN, ARTHUR, Kirkby in Ashfield, Notts, Engine Driver Nottingham Pet Jan 29 Off Jan 29
BRITTON, ALFRED, Leeds Leeds Pet Jan 31 Off Jan 31
BUNTON, MATTHEW, Adlington, Cheshire, Quarryman Macleodfield Pet Jan 29 Off Jan 29
BUTCHER, GEORGE STANLEY, Kensington, Suffolk, Builder St Yvonne Pet Jan 29 Off Jan 31
CAKE, EMANUEL JOHN, Backland Newton, Dorset, Dairyman Dorchester Pet Jan 29 Off Jan 29
CALVERT, MOSES, Brompton, Yorks, Corn Miller Scarborough Pet Jan 29 Off Jan 29
COKE, WILLIAM, Lismore rd, Lismore circus, House Breaker High Court Pet Jan 30 Off Jan 30
COKE, CHARLES RICHARD, Porthill, Longport, Staffs, Plumber Hanley Pet Jan 16 Off Jan 29
CONNELL, F, Edmonstone, Grocer High Court Pet Jan 16 Off Jan 30
COX, EDWARD ISLEIGH, Golden in, Window Glass Merchant High Court Pet Jan 29 Off Jan 29
CRAWFORD, CHARLOTTE, Seaford, Sussex, Boarding House Keeper Lewes Pet Jan 30 Off Jan 30
DAVIES, WILLIAM, Birmingham, Grocer Birmingham Pet Jan 30 Off Jan 30
DICKINSON, W H, Queen Margaret's grove, Mildmay Park High Court Pet Jan 1 Off Jan 29
EVANS, RICHARD, Cheltenham, Ironmonger Cheltenham Pet Jan 27 Off Jan 27
FIRTH, JOSEPH, Beeston Hill, Leeds, Solicitor's Clerk Leeds Pet Jan 17 Off Jan 30
FLETCHER, HERBERT, and PETER JAMES FLETCHER, Radcliffe, Lancs, Carters Bolton Feb 13 at 3 19, Exchange st, Bolton
FRENCH, JOHN ARTHUR, Sheffield Plumber Feb 15 at 12 Off Rec, Figs in, Sheffield
FRENCH, JOSEPH, Newcastle on Tyne, Estate Agent Feb 13 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne
FUKE, FRANCIS GEORGE, Burnaby gdns, Gunnersbury Feb 13 at 12 Bankruptcy bldgs, Carey st
GOODMAN, MICHAEL, Swadincote, Derby, Tailor Feb 10 at 11.30 Off Rec, 47, Full st, Derby
GRIFFITHS, RICHARD, Old, nr Mold, Flint, Farmer Feb 14 at 12 Crypt chambers, Eastgate row, Chester
GRIST, SIDNEY JAMES, Worcester Feb 10 at 11 45, Copenhagen st, Worcester
HOBMAN, CARL, Catherine ct, Seething in, Druggists' Sundriesman Feb 13 at 11 Bankruptcy bldgs, Carey st
HOPE, JAMES, Pendleton, Salford, Painter Feb 10 at 11 Off Rec, Byrom st, Manchester
JONES, SIDNEY WILLIE, Tredgar, Mon, Painter Feb 12 at 3 13, High st, Merthyr Tydfil
KNOTT, JAMES, Stockport, Millwright Feb 13 at 11 Off Rec, Castle chambers, 8, Vernon st, Stockport
LEDSON, JOHN JAMES, Walton, Liverpool, Coal Dealer Feb 14 at 12 Off Rec, 35, Victoria st, Liverpool
LEOYD, ROBERT, Penmorfa, nr Portmadoc, Bootmaker Feb 10 at 11.15 Police Court, Portmadoc
LYONS, CORNELIUS, St Thomas, Swansea, Licensed Victualler Feb 13 at 12 Off Rec, 31, Alexandra rd, Swansea
MARSH, BEAUMON, Newport, Mon, Bootmaker Feb 13 at 12 Off Rec, Westgate chambers, Newport, Mon
MUMFORD, WALTER EDWARD, Woodside rd, Wood Green, Contractor Feb 12 at 12 14, Bedford row
NEWSTEAD, PENELOPE ELAND, Idle, Bradford, Theatrical Proprietor Feb 13 at 3 Off Rec, 29, Tyndal st, Bradford
NICHOLLS, FRANCIS JAMES, Cardiff, Coal Merchant Feb 12 at 12 17, St Mary's, Cardiff
PERRY, HENRY THOMAS, Cleethorpes, Fish Buyer Feb 13 at 11.30 Off Rec, St Mary's chambers, Gt Grimsby
PRIESTLEY, ALBERT, Bradford, Machinery Merchant Feb 16 at 3 Off Rec, 29, Tyndal st, Bradford
RATCLIFFE, EMMA, Bolton, Grocer Feb 16 at 3 19, Exchange st, Bolton
ROBINSON, JOHN EDWARD, South Shields, Draper Feb 13 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
ROBSON, SAMUEL, and THOMAS LEWIS, Uttoxeter, Grocer Feb 10 at 11 Off Rec, 47, Full st, Derby
SCOTT, ELIZABETH, Gt Grimsby, Grocer Feb 13 at 11 Off Rec, St Mary's chambers, Gt Grimsby
SHIPLEY, WILLIAM, Beeston, Notts, Hosiery Hand Feb 13 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
SMITH, ALFRED HENRY CLAY, Manor Park, Essex, Hosiery Feb 13 at 11 Bankruptcy bldgs, Carey st
SMITH, JOHN JAMES, Northwood, Hanley, Staffs, General shopkeeper Feb 12 at 11.30 Off Rec, Newcastle, Staffs
SMITH, THOMAS EDWARD, Trofath, nr Abergele, Denbigh, Schoolmaster Feb 13 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
THOMPSON, JOHN CHARLES, Northampton, Bookseller Feb 10 at 12 Off Rec, Bridge st, Northampton
TILLEY, HENRY EDWIN, Market Harborough, Leicestershire, Painter Feb 13 at 12 Off Rec, 1, Rutledge st, Leicester
VICAR, JOHN THOMAS, Gt Grimsby, Tobaccoist Feb 13 at 12 Off Rec, St Mary's chambers, Gt Grimsby

PARKER, ANNIE, and FLORA PARKER, Llandudno, Dealers in Fancy Goods Bangor Pet Jan 31 Off Jan 31
PEARSON, WILLIAM, Lloyd's av, Fenchurch st, Colonial Merchant High Court Pet Jan 3 Off Jan 31
PICKLES, CHARLES, and JOHN WILLIE PICKLES, Halifax, Slaters Halifax Pet Jan 30 Off Jan 30
POSTILL, WILLIAM ARTHUR, Pokedown within Bournemouth, Tailor Poole Pet Jan 31 Off Jan 31
POTTER, HERBERT, Nottingham, Grocer Nottingham Pet Jan 30 Off Jan 30
POWELL, JOHN JAMES HENRY DOW, New Milton, Southampton, Builder Southampton Pet Jan 30 Off Jan 30
PRIESTLEY, ALBERT, Bradford, Machinery Merchant Bradford Pet Jan 30 Off Jan 30
QUINN, FRANCIS JAMES, Padstow, Lancs, Clothlooker Burnley Pet Jan 30 Off Jan 30
RATCLIFFE, EMMA, Bolton, Grocer Bolton Pet Jan 30 Off Jan 30
RAYNER, THOMAS EDWARD, Ossett, Yorks Dewsbury Pet Jan 31 Off Jan 31
REES, JAMES, Swansea, Confectioner Swansea Pet Jan 30 Off Jan 30
REES, JAMES SETH, Aberdare, Glam, Grocer Aberdare Pet Jan 29 Off Jan 29
ROBINSON, JOHN EDWARD, South Shields, Draper Newcastle on Tyne Pet Jan 31 Off Jan 31
SEAR, EBERNESE CHILD, Derby, Refreshment House Keeper Derby Pet Jan 30 Off Jan 30
SMITH, ALFRED HENRY CLAY, Manor Park, Essex, Hosiery High Court Pet Jan 9 Off Jan 29
SMITH, CHARLES HERBERT, Kingston upon Hull, Cowkeeper Kingston upon Hull Pet Jan 29 Off Jan 29
STANLEY, HERBERT, Pelsall, Staffs, Farmer Wallsall Pet Jan 26 Off Jan 26
STEEL, WILLIAM, and JAMES WILLIAM STEEL, Leeds, Drapers Leeds Pet Jan 30 Off Jan 30
STYAN, WILLIAM ALFRED, Whitby, Northumberland, Builder Newcastle on Tyne Pet Jan 18 Off Jan 31
THOMPSON, WELLINGTON JAMES, Nottingham, Dealer in Antiques Nottingham Pet Jan 30 Off Jan 30
TOON, JOHN THOMAS WILLIAM, Bythorn, Hunts, Farmer Northampton Pet Jan 29 Off Jan 29
TRUMAN, WILLIAM CHARLES, Basingstoke, Coach Builder Winchester Pet Jan 16 Off Jan 31
VAUGHAN, ROBERT, Aberystwyth, Glam, Grocer Neath Pet Jan 31 Off Jan 31
WADE, EDWARD VIVIAN, Stanley gdns, Club Proprietor High Court Pet Dec 15 Off Jan 29
WOOD, GEORGE, Birmingham, Baker Birmingham Pet Jan 6 Off Jan 31
WRIGHT, ROBERT, and FREDERICK WILLIAM WRIGHT, Sudbury, Engineers Colchester Pet Jan 29 Off Jan 29

Amended notice substituted for that published in the London Gazette of Jan 26:
NEILD, HERBERT ALEXANDER, Golden Cross Hotel, Strand Brighton Pet Dec 20 Off Jan 22

Amended notice substituted for that published in the London Gazette of Jan 30:
DALY, JOHN PATRICK, Manchester, Beer Retailer Manchester Pet Jan 25 Off Jan 26

FIRST MEETINGS.

ANDERSON, WALKER, Drighlington, Yorks, Coal Merchant Feb 12 at 3 Off Rec, 25, Tyndal st, Bradford
BAKER, HERBERT, Park Farm, Tollard Royal, Wilts, Farmer Feb 13 at 2.30 Off Rec, City chambers, Catherine st, Salisbury
BELL, PETER, Bolton, Butcher Feb 12 at 3 19, Exchange st, Bolton
BLAKEMAN, THOMAS, Longton, Staffs, Auctioneer Feb 12 at 12 Off Rec, Newcastle, Staffs
BLOMFIELD, THOMAS WILLIAM, King's Lynn, Norfolk, Hay Merchant Feb 15 at 10.30 Court House, King's Lynn
BRINE, HENRY THOMAS, East Street, Dorset Feb 13 at 2 Off Rec, City chambers, Catherine st, Salisbury
BRITTON, ALFRED, Leeds Feb 14 at 12 Off Rec, 23, Park row, Leeds
BROWN, GEORGE, Wrigley, Yorks, Grocer Feb 12 at 11 Off Rec, 6, Bond st, Wakefield
COKE, WILLIAM, Lismore rd, Lismore circus, House Breaker Feb 15 at 1 Bankruptcy bldgs, Carey st
COOKER, HENRY CHARLES, Cardiff, Fruit Merchant Feb 12 at 3 17, St Mary's, Cardiff
CONNELL, F, Edmonstone, Grocer Feb 15 at 12 Bankruptcy bldgs, Carey st
COX, EDWARD ISLEIGH, Golden in, Window Glass Merchant Feb 12 at 1 Bankruptcy bldgs, Carey st

DANCE, THOMAS, Little Birch, Hereford, Farmer Feb 12 at 10 2, Offa st, Hereford
DAVIES, EVAN JOHN, Tonymandy, Glam, Boot Dealer Feb 13 at 12 135, High st, Merthyr Tydfil
DAVIES, RICHARD, Swansea, Packer of Grocer's Sundries Feb 13 at 11.30 Off Rec, 31, Alexandra rd, Swansea
DICKINSON, W H, Queen Margaret's grove, Mildmay Park Feb 15 at 11 Bankruptcy bldgs, Carey st
EVANS, DAVID, Rhyl, Flint, Plumber Feb 13 at 12 Crypt chambers, Eastgate row, Chester
EVANS, RICHARD, Cheltenham, Ironmonger Feb 10 at 3.15 County Court bldgs, Cheltenham
FIRTH, JOSEPH, Leeds, Solicitor's Clerk Feb 14 at 11 Off Rec, 22, Park row, Leeds
FLETCHER, HERBERT, and PETER JAMES FLETCHER, Radcliffe, Lancs, Carters Feb 13 at 3 19, Exchange st, Bolton
FOSTER, JOHN ARTHUR, Sheffield Plumber Feb 15 at 12 Off Rec, Figs in, Sheffield
FRENCH, JOSEPH, Newcastle on Tyne, Estate Agent Feb 13 at 11 Off Rec, 30, Mosley st, Newcastle on Tyne
FUKE, FRANCIS GEORGE, Burnaby gdns, Gunnersbury Feb 13 at 12 Bankruptcy bldgs, Carey st
GOODMAN, MICHAEL, Swadincote, Derby, Tailor Feb 10 at 11.30 Off Rec, 47, Full st, Derby
GRIFFITHS, RICHARD, Old, nr Mold, Flint, Farmer Feb 14 at 12 Crypt chambers, Eastgate row, Chester
GRIST, SIDNEY JAMES, Worcester Feb 10 at 11 45, Copenhagen st, Worcester
HOBMAN, CARL, Catherine ct, Seething in, Druggists' Sundriesman Feb 13 at 11 Bankruptcy bldgs, Carey st
HOPE, JAMES, Pendleton, Salford, Painter Feb 10 at 11 Off Rec, Byrom st, Manchester
JONES, SIDNEY WILLIE, Tredgar, Mon, Painter Feb 12 at 3 13, High st, Merthyr Tydfil
KNOTT, JAMES, Stockport, Millwright Feb 13 at 11 Off Rec, Castle chambers, 8, Vernon st, Stockport
LEDSON, JOHN JAMES, Walton, Liverpool, Coal Dealer Feb 14 at 12 Off Rec, 35, Victoria st, Liverpool
LEOYD, ROBERT, Penmorfa, nr Portmadoc, Bootmaker Feb 10 at 11.15 Police Court, Portmadoc
LYONS, CORNELIUS, St Thomas, Swansea, Licensed Victualler Feb 13 at 12 Off Rec, 31, Alexandra rd, Swansea
MARSH, BEAUMON, Newport, Mon, Bootmaker Feb 13 at 12 Off Rec, Westgate chambers, Newport, Mon
MUMFORD, WALTER EDWARD, Woodside rd, Wood Green, Contractor Feb 12 at 12 14, Bedford row
NEWSTEAD, PENELOPE ELAND, Idle, Bradford, Theatrical Proprietor Feb 13 at 3 Off Rec, 29, Tyndal st, Bradford
NICHOLLS, FRANCIS JAMES, Cardiff, Coal Merchant Feb 12 at 12 17, St Mary's, Cardiff
PERRY, HENRY THOMAS, Cleethorpes, Fish Buyer Feb 13 at 11.30 Off Rec, St Mary's chambers, Gt Grimsby
PRIESTLEY, ALBERT, Bradford, Machinery Merchant Feb 16 at 3 Off Rec, 29, Tyndal st, Bradford
RATCLIFFE, EMMA, Bolton, Grocer Feb 16 at 3 19, Exchange st, Bolton
ROBINSON, JOHN EDWARD, South Shields, Draper Feb 13 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
ROBSON, SAMUEL, and THOMAS LEWIS, Uttoxeter, Grocer Feb 10 at 11 Off Rec, 47, Full st, Derby
SCOTT, ELIZABETH, Gt Grimsby, Grocer Feb 13 at 11 Off Rec, St Mary's chambers, Gt Grimsby
SHIPLEY, WILLIAM, Beeston, Notts, Hosiery Hand Feb 13 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
SMITH, ALFRED HENRY CLAY, Manor Park, Essex, Hosiery Feb 13 at 11 Bankruptcy bldgs, Carey st
SMITH, JOHN JAMES, Northwood, Hanley, Staffs, General shopkeeper Feb 12 at 11.30 Off Rec, Newcastle, Staffs
SMITH, THOMAS EDWARD, Trofath, nr Abergele, Denbigh, Schoolmaster Feb 13 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
THOMPSON, JOHN CHARLES, Northampton, Bookseller Feb 10 at 12 Off Rec, Bridge st, Northampton
TILLEY, HENRY EDWIN, Market Harborough, Leicestershire, Painter Feb 13 at 12 Off Rec, 1, Rutledge st, Leicester
VICAR, JOHN THOMAS, Gt Grimsby, Tobaccoist Feb 13 at 12 Off Rec, St Mary's chambers, Gt Grimsby

WARD, EDWARD VIVIAN, Stanley gds., Club Proprietor
Feb 12 at 1 Bankruptcy bldg., Carey st

ADJUDICATIONS.

ANDERSON, WALKER, Dighlington, Yorks, Coal Merchant
Bradford Pet Jan 29 Ord Jan 29

ANDERSON, WILLIAM JAMES, Filongley, nr Coventry,
Physician Coventry Pet Jan 29 Ord Jan 29

BELL, PASCY, Bolton, Butcher Bolton Pet Jan 29 Ord
Jan 29

BICKERTAFFE, HANNAH, Blackpool, Laundry Proprietress
Preston Pet Jan 31 Ord Jan 31

BOTTOMLEY, HENRY, Trowbridge, Wilts, Newspaper Pro-
prietor Bath Pet Jan 31 Ord Jan 31

BOULD, ARTHUR, Moseley Village, nr Wolverhampton,
Grocer Wolverhampton Pet Jan 29 Ord Jan 29

BRIDFORD, ARTHUR, Kirby in Ashfield, Notts, Engine
Driver Nottingham Pet Jan 29 Ord Jan 29

BRITTON, ALFRED, Leeds Leeds Pet Jan 31 Ord Jan 31

BURTON, MATTHEW, Adlington, Chester, Quarryman
Macclesfield Pet Jan 29 Ord Jan 29

BURK, WILLIAM HENRY, Gualford, Malvern, Worcester,
General Smith Worcester Pet Dec 11 Ord Jan 29

BUTCHER, GEORGE STANLEY, Keswigham, Suffolk, Builder
St Yamesmouth Pet Jan 29 Ord Jan 29

CARR, EMANUEL JOHN, Buckland Newton, Dorset, Dairyman
Dorchester Pet Jan 29 Ord Jan 29

CALVERT, MOSES, Brompton, Yorks, Corn Miller Scar-
borough Pet Jan 29 Ord Jan 29

DAVIES, WILLIAM, Birmingham, Grocer Birmingham Pet
Jan 30 Ord Jan 30

EVANS, RICHARD, Cheltenham, Ironmonger Cheltenham
Pet Jan 27 Ord Jan 27

EVANS, WILLIAM HENRY, Wednesbury, Auctioneer Walsall
Pet Jan 15 Ord Jan 27

FLETCHER, HERBERT, and PETER JAMES FLETCHER,
Radcliffe, Lancs, Carters Bolton Pet Jan 29 Ord
Jan 29

FLEWIN, ALBERT, East Caradon, nr Liskeard, Cornwall,
Mining Engineer Plymouth Pet Nov 6 Ord Jan 30

GAUNTLET, JAMES LIPHOOK, Hants, Builder Portsmouth
Pet Jan 9 Ord Jan 27

GIBSON, GEORGE HENRY, Kingston upon Hull, Grocer
Kingston upon Hull Pet Jan 30 Ord Jan 30

GILL, F.W., South Norwood Hill, Surrey, Builder Croydon
Pet Dec 19 Ord Jan 30

GLEDHILL, GEORGE, Milnsbridge, nr Huddersfield, Butcher
Huddersfield Pet Jan 31 Ord Jan 31

GRIST, SIDNEY JAMES, Worcester Worcester Pet Jan 29
Ord Jan 29

HALLITT, FRANCIS JOSEPH, Porchester rd, Baywater,
Licensed Victualler High Court Pet Dec 20 Ord
Jan 30

HAYDEN, J. W., Regent's parade, North Finchley, House
Furnisher High Court Pet Dec 19 Ord Jan 26

HILL, LEWIS GEORGE, Redland, Bristol, Commission Agent
Bristol Pet Jan 5 Ord Jan 31

HOPKINS, JAMES, Pendleton, Salford, Painter Salford Pet
Jan 30 Ord Jan 30

HOSKIN, CHARLES FREDERICK, Morice Town, Devonport,
Devon, Painter Plymouth Pet Jan 30 Ord Jan 30

HUGHES, WILLIAM, Biddin, Derby, Farmer Burton on
Trent Pet Jan 30 Ord Jan 30

JAMES, WILLIAM, Caeocho, Forestfach, nr Swansea,
Labourer Swansea Pet Jan 31 Ord Jan 31

JENKINS, EDWARD DAVID, New Tredgar, Mon., Clothier
Tredgar Pet Jan 12 Ord Jan 31

JOHNSON, JOHN SAMUEL, and WILLIAM SMITH, Uttoxeter,
General Hardware Dealers Burton on Trent Pet Jan
29 Ord Jan 29

MARPLES, JAMES WILLIAM, Sheffield, Commercial Traveller
Sheffield Pet Jan 30 Ord Jan 30

MIDDLETON, SAMUEL WILLIAM, and FREDERICK CHARLES
MIDDLETON, Elm Hill, Norwich, Boot Manufacturers
Norwich Pet Jan 30 Ord Jan 30

NETHERWOOD, ARTHUR, Evesham, nr Sheffield, Grocer
Sheffield Pet Jan 31 Ord Jan 31

PARR, JOHN, Damssett rd, West Norwood, Builder High
Court Pet Dec 20 Ord Jan 30

PICKLES, CHARLES, and JOHN WILLIE PICKLES, Halifax,
Slaters Halifax Pet Jan 30 Ord Jan 30

PITT, HERBERT ALFRED ROBERT, Birmingham, Grocer
Birmingham Pet Jan 27 Ord Jan 29

POSTILL, WILLIAM ARTHUR, Foke-down, Bournemouth,
Tailor Poole Pet Jan 31 Ord Jan 31

POTTER, HERBERT, Nottingham, Grocer Nottingham Pet
Jan 30 Ord Jan 30

POWELL, JOHN JAMES HENRY DOW, New Milton, South-
ampton, Builder Southampton Pet Jan 30 Ord
Jan 30

PRESTLEY, ALBERT, Bradford, Machinery Merchant
Bradford Pet Jan 30 Ord Jan 30

QUINN, FRANCIS JAMES, Padstow, Lancs, Clothmaker
Burnley Pet Jan 30 Ord Jan 30

RATCLIFFE, ZEMMA, Bolton, Grocer Bolton Pet Jan 30
Ord Jan 30

RAYNES, THOMAS EDWARD, Headlands, Osett, Yorks
Donabury Pet Jan 31 Ord Jan 31

REE, JAMES SWANSON, Confectioner Swansea Pet Jan 30
Ord Jan 30

REE, JAMES SMITH, Aberdare, Glam., Grocer
Aberdare Pet Jan 29 Ord Jan 29

SCOTT, WALTER, Walton on Thames, Surrey, Grocer
Kingston, Surrey Pet May 25 Ord Jan 26

SEAR, EBERNEZ CHILD, Derby, Refreshment House Keeper
Derby Pet Jan 30 Ord Jan 30

SMITH, CHARLES HERBERT, Kingston upon Hull, Cowkeeper
Kingston upon Hull Pet Jan 29 Ord Jan 29

SMITH, GEORGE HENRY, St George, Bristol, Carpenter
Bristol Pet Jan 31 Ord Jan 31

STANLEY, HERBERT, Pelsall, Staffs, Farmer Walsall Pet
Jan 16 Ord Jan 26

STEEL, WILLIAM AND JAMES WILLIAM STEEL, Leeds,
Drapers Leeds Pet Jan 30 Ord Jan 30

STRICK, HENRY, Fore st, Manufacturer High Court
Pet Nov 29 Ord Jan 29

THOMPSON, WILLINGTON JAMES, Nottingham, Dealer in
Antiques Nottingham Pet Jan 30 Ord Jan 30

TURNER, WILLIAM CHARLES, Basingstoke, Coach Builder
Winchester Pet Jan 16 Ord Jan 31

VAUGHAN, RICHARD, Aberavon, Grocer Neath Pet Jan 31
Ord Jan 31

WRIGHT, ROBERT, and FREDERICK WILLIAM WRIGHT,
Sudbury, Suffolk, Engineers Colchester Pet Jan 29
Ord Jan 29

Amended notice substituted for that published in the
London Gazette of Jan 19:

SMITH, THOMAS EDWARD, Trofarth, nr Abergele, Denbigh,
Schoolmaster Bangor Pet Jan 17 Ord Jan 17

Amended notice substituted for that published in the
London Gazette of Jan 30:

DAILY, JOHN PATRICK, Manchester, Beer Retailer Man-
chester Pet Jan 26 Ord Jan 26

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